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**PUBLIC MATTER**

**FILED**

MAY 12 2008

STATE BAR COURT  
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THE STATE BAR COURT

HEARING DEPARTMENT - LOS ANGELES

In the Matter of

JACK HAGOP BOYAJIAN,  
No. 202304,

A Member of the State Bar.

) Case Nos. 04-O-14977; 05-O-01799;  
) 05-O-02165; 05-O-02268; 05-O-02799;  
) 05-O-04033; 05-O-04704; 05-O-04826;  
) 05-O-04918; 05-O-05305; 06-O-11995;  
) 06-O-12320; 06-O-12868; 06-O-12913;  
) 06-O-12915; 06-O-13753; 06-O-13833;  
) 06-O-15158; 07-O-10915; 07-O-10916  
)  
) [Rule 481, Rules of Procedure]  
)  
)  
) NOTICE OF DISCIPLINARY CHARGES

**NOTICE - FAILURE TO RESPOND!**

IF YOU FAIL TO FILE AN ANSWER TO THIS NOTICE WITHIN THE TIME ALLOWED BY STATE BAR RULES, INCLUDING EXTENSIONS, OR IF YOU FAIL TO APPEAR AT THE STATE BAR COURT TRIAL, (1) YOUR DEFAULT SHALL BE ENTERED, (2) YOU SHALL BE ENROLLED AS AN INACTIVE MEMBER OF THE STATE BAR AND WILL NOT BE PERMITTED TO PRACTICE LAW UNLESS THE DEFAULT IS SET ASIDE ON MOTION TIMELY MADE UNDER THE RULES OF PROCEDURE OF THE STATE BAR, (3) YOU SHALL NOT BE PERMITTED TO PARTICIPATE FURTHER IN THESE PROCEEDINGS UNLESS YOUR DEFAULT IS SET ASIDE, AND (4) YOU SHALL BE SUBJECT TO ADDITIONAL DISCIPLINE.

STATE BAR RULES REQUIRE YOU TO FILE YOUR WRITTEN RESPONSE TO THIS NOTICE WITHIN TWENTY DAYS AFTER SERVICE.

1 IF YOUR DEFAULT IS ENTERED AND THE DISCIPLINE IMPOSED BY  
2 THE SUPREME COURT IN THIS PROCEEDING INCLUDES A PERIOD OF  
3 ACTUAL SUSPENSION, YOU WILL REMAIN SUSPENDED FROM THE  
4 PRACTICE OF LAW FOR AT LEAST THE PERIOD OF TIME SPECIFIED  
5 BY THE SUPREME COURT. IN ADDITION, THE ACTUAL SUSPENSION  
6 WILL CONTINUE UNTIL YOU HAVE REQUESTED, AND THE STATE  
7 BAR COURT HAS GRANTED, A MOTION FOR TERMINATION OF THE  
8 ACTUAL SUSPENSION. AS A CONDITION FOR TERMINATING THE  
9 ACTUAL SUSPENSION, THE STATE BAR COURT MAY PLACE YOU ON  
10 PROBATION AND REQUIRE YOU TO COMPLY WITH SUCH  
11 CONDITIONS OF PROBATION AS THE STATE BAR COURT DEEMS  
12 APPROPRIATE. SEE RULE 205, RULES OF PROCEDURE FOR STATE  
13 BAR COURT PROCEEDINGS.

14 The State Bar of California alleges:

15 JURISDICTION

16 1. Jack Hagop Boyajian ("Respondent") was admitted to the practice of law in the  
17 State of California on July 21, 1999, has been a member continuously at all times since July 21,  
18 1999, and is currently a member of the State Bar of California.

19 2. All proceeding counts refer to factual allegations in the State Bar's Applications  
20 for Involuntary Inactive Enrollment filed against Respondent in Case Nos. 06-TE-15159 and 07-  
21 TE-13054 on March 8, 2007 and August 9, 2007. Respondent has been ordered enrolled as an  
22 inactive member of the State Bar in those cases, effective May 10, 2008.

23 GENERAL BACKGROUND ALLEGATIONS

24 3. Respondent wilfully violated Business and Professions Code, section 6106, by  
25 committing an act involving moral turpitude, dishonesty or corruption, as follows:

26 4. At all relevant times alleged herein, Respondent was a high volume debt collector  
27 who used his California law license and his California professional law corporations to attempt  
28 to collect debts from consumers throughout the country. Respondent engaged in the business of  
debt collections, through a series of corporate entities in which he is the principal, from in or  
about 1996, which predates his admission to practice law in the State of California, and up until  
the present. These corporate entities, which were primarily owned, managed and controlled by  
Respondent engaged in high volume debt collection activities in many states within the United  
States, including but not limited to, the following: California, New York, New Jersey,

Connecticut, West Virginia, Alaska, Arkansas, Iowa, Colorado, Delaware, Florida, Idaho, Illinois, Iowa, Louisiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, Montana, Nevada, New Hampshire, North Carolina, North Dakota, Ohio, Pennsylvania, South Dakota, Tennessee, Vermont and Wisconsin.

5. At all relevant times, Respondent was not licensed to practice law in any state except California. His current State Bar Membership Records address is 4695 MacArthur Ct., 11<sup>th</sup> Floor, Newport Beach, CA 92660, which became his membership records address on or about January 11, 2008. Prior to on or about January 11, 2008, and during all of the misconduct alleged below, Respondent's State Bar membership records address has been in the State of New Jersey. Specifically, Respondent's State Bar membership records addresses in the state of New Jersey have been as follows:

A. 201 Route 17, 5<sup>th</sup> Floor, Rutherford, NJ 07070 from on or about August 3, 2005 through on or about January 1, 2008;

B. 2 Broad Street, 6<sup>th</sup> Floor, Bloomfield, NJ 07003 from on or about May 14, 2002 through on or about August 3, 2005; and

C. 252 Jolene Ct., Paramus, NJ 07652 from on or about July 21, 1999 through on or about May 14, 2002.

6. At all relevant times since Respondent was admitted to practice law in California and up to the present, Respondent's residence address has been in the State of New Jersey.

7. Respondent was never admitted to practice law in the State of New Jersey. On or about March 31, 1999, Respondent withdrew his application for admission to practice law in the State of New Jersey following a four-day contested hearing before the New Jersey Committee on Character ("the Committee"), and after the Committee had issued a 34-page decision recommending that Respondent's admission to practice law in New Jersey be denied. The Committee accepted Respondent's withdrawal of his New Jersey application pursuant to RG 304:5 of the Regulations Governing the Committee on Character, adopted by the New Jersey Supreme Court.

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8. Respondent was also denied admission to practice law in the State of New York, due in part to his ongoing tax issues with the Internal Revenue Service, as alleged more fully below.

9. Prior to his admission to practice law in California, Respondent was the subject of numerous complaints from consumers and numerous lawsuits alleging that Respondent, through his debt collection businesses, had violated the Federal Fair Debt Collection Practices Act, 15 U.S.C., section 1692 ("FDCPA") and various states debt collection practices laws.

10. On or about June 4, 1996, Respondent, in his capacity as President of an entity known as G&L Financial Services, Inc. ("G&L") executed a consent decree with the Federal Trade Commission ("FTC") whereby he agreed that G&L would be enjoined from committing acts that violate the FDCPA for 10 years.

11. From prior to the time of his admission to practice law in California and until on or about February 7, 2001, Respondent conducted his debt collection activities through a New Jersey corporation known as JBC & Associates, Inc.

12. On or about October 27, 1998, the Commonwealth of Massachusetts issued a cease and desist order against JBC & Associates, Inc. based upon Respondent's improper debt collection activities in the State of Massachusetts.

13. From on or about February 7, 2001 through in or about December 2003, Respondent engaged in debt collection practices through JBC & Associates, PC. Respondent incorporated JBC & Associates, PC. with the California Secretary of State on February 7, 2001 and registered it as a California Professional Law Corporation with the State Bar of California on March 2, 2001. At all relevant times, the principal place of business for JBC & Associates, P.C. was located at 2 Broad Street, 6<sup>th</sup> Floor, Bloomfield, NJ 07003.

14. On or about October 30, 2003, the Idaho Attorney General's Office issued a cease and desist order against JBC & Associates, PC for violations of Idaho debt collection laws. due to Respondent's debt collection practices in Idaho between in or about 2002 and 2003.

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1           15.     In or about December 2003, Respondent filed a name change for JBC &  
2 Associates, P.C. and continued to operate the California Professional Law Corporation as JBC  
3 Legal Group, P.C. through in or about May 2004. JBC Legal Group, P.C. is the successor in  
4 interest to JBC & Associates, P.C. From in or about December 2003 through in or about May  
5 2004, Respondent continued to engage in debt collection practices through the California  
6 Professional Law Corporation as JBC Legal Group, P.C. At all relevant times, the principal  
7 place of business for JBC Legal Group, P.C. was located at 2 Broad Street, 6<sup>th</sup> Floor, Bloomfield,  
8 NJ 07003.

9           16.     From on or about May 5, 2004 through the present, Respondent engaged in debt  
10 collection practices through a California Professional Corporation he incorporated with the  
11 California Secretary of State on May 5, 2004 and registered as a California Professional Law  
12 Corporation with the State Bar of California on June 14, 2004, known as Boyajian Law Offices,  
13 PC. ("BLO"). At all relevant times herein, BLO was and remains the successor in interest to  
14 JBC & Associates, P.C. and JBC Legal Group, P.C. At some times relevant to these proceedings,  
15 BLO and JBC Legal Group, P.C. shared office space at 2 Broad Street, 6<sup>th</sup> Floor, Bloomfield, NJ  
16 07003 and at some times relevant to these proceedings, the principal place of business for BLO  
17 was located at 201 Route 17, 5<sup>th</sup> Floor, Rutherford, NJ 07070.

18           17.     On or about May 10, 2004, the Maryland Collection Agency Licensing Board  
19 obtained a cease and desist order against JBC Legal Group, PC based upon Respondent's  
20 improper debt collection activities in the State of Maryland between in or about 2001 and 2004.

21           18.     On or about July 9, 2004, North Dakota obtained a cease and desist order against  
22 JBC Legal Group, PC based upon Respondent's improper debt collection activities in the State  
23 of North Dakota.

24           19.     On or about July 27, 2004, the Connecticut Banking Commission and  
25 Respondent, acting as President of JBC Legal Group, PC, entered into a settlement agreement,  
26 which provided, in pertinent part: "1. Neither JBC Legal Group, P.C. nor JBC & Associates,  
27 P.C. shall act as a consumer collection agency within Connecticut..." and "3. Notwithstanding  
28 anything to the contrary in this Settlement Agreement, execution of this Settlement Agreement is

1 without prejudice to the right of the Commissioner to take any enforcement action against JBC  
2 to enforce this Settlement Agreement if the Commissioner determines that JBC is not fully  
3 complying.”

4 20. On or about July 30, 2004, the Attorney General’s office of the State of West  
5 Virginia obtained a preliminary injunction against JBC & Associates, PC, JBC Legal Group PC,  
6 Respondent and New Jersey attorney Marv Brandon due to their illegal debt collection activities  
7 in West Virginia, which included attempts to collect 13,095 accounts from 7,592 West Virginia  
8 consumers, where approximately 90% of the debts were time barred by the statute of limitations.  
9 Respondent did not oppose the preliminary injunction, which remained in effect at all relevant  
10 times alleged herein.

11 21. On or about July 22, 2005, the Attorney General of the State of Minnesota filed a  
12 lawsuit against JBC & Associates, PC and JBC Legal Group PC. seeking, among other things,  
13 injunctive relief due to illegal debt collection activities in violation of the FDCPA and Minnesota  
14 state law re debt collection practices.

15 22. On or about August 17, 2005, Respondent changed the name of JBC Legal  
16 Group, P.C. to Boyajian & Brandon Legal Group, P.C. and indicated its principal place of  
17 business was 4695 MacArthur Court, 11<sup>th</sup> Floor, Newport Beach, CA 92660. Respondent  
18 continued to be the only shareholder, officer and director of Boyajian & Brandon Legal Group,  
19 P.C. and he identified himself and New Jersey attorney Marvin Brandon as the only two attorney  
20 employees. Respondent employed Brandon to serve as the “ostensible” supervising attorney for  
21 the JBC entities in the States of New Jersey and New York, but Respondent was actually using  
22 Brandon’s name and law license to run his law practices in both states where he had been denied  
23 admission to practice law.

24 23. On or about June 21, 2006, after having received 103 complaints, the Attorney  
25 General of the State of New York filed a lawsuit against JBC & Associates, PC, JBC Legal  
26 Group PC, BLO and Respondent seeking, among other things, injunctive relief due to illegal  
27 debt collection activities in violation of the FDCPA and New York state law re debt collection  
28 practices.

1           24.     On or about September 6, 2006, the Attorney General of the State of Connecticut,  
2 on behalf of the Connecticut Banking Commission filed a lawsuit against JBC Legal Group,  
3 P.C., JBC & Associates, P.C., BLO and Respondent, alleging that they violated the earlier Cease  
4 and Desist order by using JBC and a subsequent entity BLO (both of which Respondent  
5 controlled) to continue to collect debts in Connecticut despite the fact that JBC, BLO and  
6 Respondent have never been licensed debt collectors as required by Connecticut law.

7           25.     On or about September 25, 2006, the Superior Court for the Judicial District of  
8 Hartford in the State of Connecticut issued a temporary injunction against JBC & Associates,  
9 P.C., JBC Legal Group P.C., BLO and Respondent precluding them from engaging in the  
10 business of consumer debt collection in the State of Connecticut without a license.

11          26.     For ease of reference, JBC & Associates, P.C., JBC Legal Group, P.C., Boyajian  
12 & Brandon Legal Group, P.C. and BLO are collectively referred to herein as "the JBC entities,"  
13 unless it is important to reference a specific business entity.

14          27.     From in or about 2001 to in or about the present, Respondent has served as the  
15 President and sole shareholder of each of the JBC entities, and has engaged in the business of  
16 debt collection involving the collection of debts from tens-of-thousands of consumers in not less  
17 than 28 states. Respondent controlled the day-to-day operations of the JBC entities, and  
18 participated in and had knowledge of the facts relating to his companies' debt collection  
19 practices, including company policy, standard operating procedures, and the selection of form  
20 letters that form the basis of many of the claims by consumers for unfair debt collection  
21 practices.

22          28.     Beginning in or about 1999 and continuing to in or about the present, Respondent  
23 has, through his associations and corporations engaged in a pattern of unfair debt collection  
24 practices throughout the country, as is alleged more fully below, while attempting to collect on  
25 tens of thousands of alleged bad check debts and other consumer debts.

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29. As the principal attorney for the JBC entities, Respondent provided legal services to his clients, including but not limited to reviewing files and selecting which classes of consumers would receive dunning letters, speaking with clients, meeting with managers, speaking with counsel, drafting and sending dunning letters to consumers throughout the country on law office letterhead containing descriptions of the applicable state law, and attempting to negotiate and settle cases on behalf of clients. Respondent entered into attorney's fee agreements with clients whereby he charged his clients contingent fees based upon the percentage of the recovery the JBC entities obtained for each client. Respondent's debt collection efforts primarily began by sending a consumer a collection letter, commonly referred to as a "Dunning Letter" on his law office letterhead from one of the JBC entities. The Respondent's use of law office letterhead on his dunning letters which was addressed to tens-of -thousands of consumers throughout the United States falsely represented that his debt collection business was a legitimate law firm properly licensed to practice law in each of the states to which the letters were directed and properly supervised by attorneys, when in fact it was not. In fact, Respondent did not conduct a meaningful review the collection accounts or supervise their collection by his non-attorney employees. Respondent selected which classes of consumers would receive which dunning letters by performing a series of technological and statistical analyses that he developed on the data to identify anomalies within a data set. Based upon the results of these analyses, Respondent would determine which accounts contained sufficient information to issue a dunning letter and which ones contained only incomplete information upon which no dunning letter would be issued. Respondent's review of the accounts was done rapidly and Respondent would accept or reject large quantities of accounts from his clients at one time. It was Respondent's intention in using law firm letterhead to collect debts, to falsely convey to consumers that there was a lawyer, ready, willing and able to file a lawsuit against the consumer if the consumer did not pay the alleged debt.

30. In states other than California, by using debt collection letters on law office letterhead and by collecting fees from clients, Respondent falsely represented that he was entitled to practice law in those jurisdictions, as is alleged more fully below.



31. When one of his professional corporations was subjected to too many lawsuits or enforcement actions by various states, Respondent changed the name of his professional law corporation and continued to engage in the same debt collection activities.

COUNT ONE

Case No. 05-O-02165

Business and Professions Code, section 6106

[Moral Turpitude - Misrepresentations in California Law Corporation Records]

32. Respondent wilfully violated Business and Professions Code, section 6106, by committing an act involving moral turpitude, dishonesty or corruption, as follows:

33. The allegations of paragraphs 1 through 31 are incorporated by reference.

34. On or about February 14, 2005, Respondent caused to be filed with the Office of Certification of the State Bar of California ("Office of Certification") his Law Corporation 2004 Annual Report and 2005 Renewal For, for BLO in accordance with Business and Professions Code, sections 6161.1 through 6163. In his report, which he signed under penalty of perjury and dated on February 8, 2005, Respondent represented that BLO employed the following 18 attorneys who were admitted to practice law in the following jurisdictions:

ATTORNEY

JURISDICTION(S)

Sandra Kelsey

Connecticut

Lawrence Winson

North Carolina

John Gothard

Utah

Brian P. Wolk

Florida

John E. Reuter

Georgia

Cheryl George

Idaho

Jeffrey Fields

Iowa

Michael Lustig

Massachusetts

Steven Kirschner

Michigan

Michael Frants

Minnesota

Todd Johnson

West Pennsylvania and West Virginia

Steven M. Hunter

Rhode Island

1	Magnolia Bravo	Tennessee and Mississippi
2	Patrick Russell	Wisconsin
3	Jack Boyajian	California
4	Marv Brandon	New York, New Jersey and Florida
5	Karen Nations	New Jersey, New York, Kansas
6	Karen Wachs	New Jersey, Washington D.C.

7        35.     On or about March 22, 2006, Respondent caused to be filed with the Office of  
8 Certification of the State Bar of California ("Office of Certification") his Law Corporation 2005  
9 Annual Report and 2006 Renewal For, for BLO in accordance with Business and Professions  
10 Code, sections 6161.1 through 6163. In his report, which he signed under penalty of perjury and  
11 dated on March 15, 2006, Respondent falsely represented that BLO employed 18 attorneys and  
12 that there had been no change in the attorneys practicing law for BLO since his previous report.

13        36.     At the time he filed his Law Corporation report on March 22, 2006 and signed it  
14 under penalty of perjury on March 15, 2006 representing that he had 18 employees, Respondent  
15 knew that it was false. Respondent knew that the following attorneys were no longer employed  
16 by BLO on or about the following dates:

17	<u>ATTORNEY</u>	<u>DATE RELATIONSHIP ENDED WITH BLO</u>
18	Sandra Kelsey	February 28, 2006
19	Brian Wolk	March 25, 2006
20	Stephen Hunter	February 28, 2006
21	John Reuter	March 6, 2006
22	Cheryl George	March 3, 2006
23	Jeffrey Fields	March 6, 2006
24	Michael Lustig	February 28, 2006
25	Todd Johnson	March 5, 2006
26	Magnolia Bravo	October 25, 2005
27	J.D. Walker	March 1, 2006
28	Darrell Hickman	March 15, 2006

37. By falsely stating under penalty of perjury in his Law Corporation report filed on March 22, 2006 that BLO had attorneys employed in other jurisdictions when he knew that approximately eleven of those 18 attorneys had terminated their relationship with BLO , Respondent committed acts involving moral turpitude, dishonesty or corruption.

COUNT TWO

Case No. 05-O-02165  
Business and Professions Code, section 6106  
[Moral Turpitude - Misrepresentations on Law Firm Website]

38. Respondent wilfully violated Business and Professions Code, section 6106, by committing an act involving moral turpitude, dishonesty or corruption, as follows:

39. The allegations of paragraphs 1 through 31 and 34 through 36 are incorporated by reference.

40. At all relevant times between in or about January 2006 and January 2007, Respondent maintained a website at <http://www.boyajianlaw.com>. The website describes BLO as, "a multi-functional, full service law firm specializing in asset recovery, real estate and entertainment law...."

41. The "Attorney Profiles" portion of the website listed the names of attorneys who did not work for BLO at the time, including but not limited to Elton Watkins, III.

42. Elton Watkins, III was not an attorney working for BLO at any time after mid-2004.

43. The website also provided a "Firm History" for BLO which falsely stated that BLO was founded in 1993. In truth, Respondent was not entitled to practice law until 1999 (six years later) and BLO was not founded until 2004 (eleven years later).

44. The website also falsely stated that BLO had law offices in 28 separate states, but only listed an address of 201 Route 17 North, 5<sup>th</sup> Floor, Rutherford, New Jersey 07070 for BLO's New Jersey office and an address of 9465 Wilshire Blvd., Suite 335, Beverly Hills, CA 90212 for BLO's California office. At the time, BLO did not have 28 offices in separate states and BLO did not maintain a California office at 9465 Wilshire Blvd., Suite 335, Beverly Hills, CA 90212.

45. On or about May 16, 2007, the “In the News” portion of the website contained an article entitled, “Boyajian Law Offices, PC DOUBLES FLOOR SPACE TO ACCOMMODATE 200+ CALL CENTER.” The article indicated it was dated “August 2003,” and referenced an office location of “Bloomfield, NJ.” This was false because BLO did not come into existence until May 2004 and BLO’s principal offices were located in Rutherford, New Jersey as opposed to Bloomfield, New Jersey.

46. By allowing the website to misrepresent the number of offices he had, the number of attorneys who were actually meaningfully involved in supervising the firm, the location for his California law office, and the date BLO was founded as being 1993 as opposed to 2004, Respondent committed acts involving moral turpitude, dishonesty or corruption.

COUNT THREE

Case No. 05-O-02165  
Business and Professions Code, section 6106  
[Moral Turpitude-Misuse of "Of Counsel" Attorneys]

47. Respondent wilfully violated Business and Professions Code, section 6106, by committing an act involving moral turpitude, dishonesty or corruption, as follows:

48. The allegations of paragraphs 1 through 31, 34 through 36 and 40 through 45 are incorporated by reference.

49. The “of counsel” agreements, including specifically by way of example, those “of counsel” agreements pertaining to Magnolia Madsen (aka Magnolia Bravo), Sandra Wheeler Kelsey, and Todd Johnson provided the following pertinent language:

“1. The attorneys shall be listed on [BLO’s] letterhead with such designation along with the jurisdictions where the attorneys are admitted to practice. ...”

“4. Based upon an agreed letter series, the [Of Counsel] Law Firm will outsource the production of letters to [BLO] or it’s affiliates based upon the contingency fee described below. The letters would be printed with Boyajian’s name and address signed by an attorney of Law Firm... .”

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1           50.     Respondent did not comply with these provisions because he did not list the “of  
2 counsel” attorneys on letterhead with a designation of jurisdictions where the attorneys were  
3 entitled to practice law. Respondent also failed to comply with the “of counsel” agreements  
4 because he sent out dunning letters to consumers that were not signed by an attorney from BLO.  
5 Instead, the dunning letters continued to state that they were sent by “Boyajian Law Offices, A  
6 California Professional Corporation, Attorneys at Law,” but the letters did not identify any  
7 specific licensed attorney who had authored and sent the collection letters. Specifically, by way  
8 of example:

9                   a. On or about July 19, 2005, Respondent caused a dunning letter to be sent to  
10 Tennessee consumer Sandra Pope on BLO law office letterhead, which was not signed by any  
11 attorney, which indicated that BLO had an office in Tennessee, and which did not include  
12 Magnolia Madsen’s name, jurisdictional designations or contact information on the letter even  
13 though Madsen was ostensibly “of counsel” to BLO in the state of Tennessee at the time; and

14                   b. On or about March 26, 2005, Respondent caused a dunning letter be sent to  
15 Connecticut consumer ShaQuille Sellers on BLO law office letterhead, which was not signed by  
16 any attorney, which indicated that BLO had an office in Connecticut, and which did not include  
17 Sandra Wheeler Kelsey’s name, jurisdictional designation or contact information on the letter  
18 even though Wheeler-Kelsey was ostensibly “of counsel” to BLO in the state of Connecticut at  
19 the time; and

20                   c. On or about June 1, 2005, Respondent caused a dunning letter to be sent to a  
21 Clarksburg, West Virginia consumer (whose name was redacted by the West Virginia State Bar  
22 Unlawful Practice Committee) on BLO law office letterhead, which was not signed by any  
23 attorney, which indicated that BLO had an office in Morgantown, West Virginia, and which did  
24 not include Todd Johnson’s name, jurisdictional designations or contact information on the letter  
25 even though Johnson was ostensibly “of counsel” to BLO in the state of West Virginia at the  
26 time.

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1 At the time Respondent entered into the "of counsel" agreements with these attorneys,  
2 Respondent did not intend to comply with paragraphs 1 and 4; instead, Respondent included the  
3 language to induce the "of counsel" attorneys to agree to serve as "of counsel" to BLO. It was  
4 Respondent's intention that the "of counsel" attorneys would be "of counsel" name only unless  
5 BLO decided to take legal action against a consumer in a state where BLO had employed an "of  
6 counsel" attorney.

7 51. By contracting with "of counsel" attorneys in states where he was not licensed to  
8 practice law, by falsely representing to the "of counsel" attorneys that their names and  
9 jurisdictional limitations would be placed on the dunning letters, and by falsely representing that  
10 the dunning letters would be signed by an attorney from BLO, Respondent committed acts  
11 involving moral turpitude, dishonesty or corruption.

12 COUNT FOUR

13 Case No. 04-O-14977  
14 Business and Professions Code, sections 6077.5 (a) and (b)  
[Unfair Debt Collections By California Attorney]

15 52. Respondent willfully violated Business and Professions Code, sections 6077.5(a)  
16 and (b) by using law office letterhead, without identifying the licensed attorney sending the  
17 letter, and without identifying the name of the non-attorney employee causing the letter to be  
18 sent, as follows:

19 53. The allegations of paragraphs 1 through 31 are incorporated by reference.

20 54. On or about September 14, 2004, Respondent caused a computer-generated letter  
21 an letterhead associated with "JBC Legal Group, P.C., Attorneys at Law," to be sent to Gina  
22 Kopp ("Kopp") at 323 Rosemarie Pl., Bay Point, CA 94565-6706 seeking to collect a consumer  
23 debt allegedly owed by Kopp from Quantum Healthcare Medical Associates, Inc. in the amount  
24 of \$582.05.

25 55. The September 14, 2004 letter stated it was sent by "JBC Legal Group, P.C.,  
26 Attorneys at Law," but it did not identify any specific licensed attorney who had authored and  
27 sent the collection letter to Kopp.

28 ///

1           56.     California Civil Code, section 1788.13 (c) prohibits any debt collector from  
2 collecting or attempting to collect a consumer debt by means of any communication with a  
3 debtor in the name of an attorney or counselor at law or upon stationary or like written  
4 instruments bearing the name of the attorney or counselor at law, unless such communication is  
5 by an attorney at law or shall have been approved or authorized by such attorney or counselor at  
6 law.

7           57.     California Business and Professions Code, section 6077.5(a) states that an  
8 attorney and his or her employees who are employed primarily to assist in the collection of  
9 consumer debt owed to another, as defined by California Civil Code, section 1788.2, shall  
10 comply with a number of rules set forth therein. Respondent and his employees were in fact  
11 employed primarily to assist in the collection of consumer debt owed to another, as defined by  
12 California Civil Code, section 1788.2.

13           58.     The September 14, 2004 letter to Kopp failed to state the name of the employee of  
14 JBC Legal Group P.C., and the job title and job capacity, which are required by Business and  
15 Professions Code, section 6077.5(b) where the employee attempting to collect the debt is not a  
16 licensed California attorney.

17           59.     At the time Respondent caused the September 14, 2004 letter to be sent to Kopp,  
18 JBC Legal Group. P.C.'s principal place of business was 2 Broad Street 6<sup>th</sup> Floor, Bloomfield,  
19 NJ 07003-2550, Respondent's residence was in New Jersey, and his State Bar Membership  
20 records address was 2 Broad Street, 6<sup>th</sup> Floor, Bloomfield, NJ.

21           60.     Although Respondent had an office address at 9465 Wilshire Blvd., Suite 335,  
22 Beverly Hills, CA 90212 at the time, Respondent was not supervising the office on a daily basis  
23 and was not meaningfully involved in each case each time a computer-generated letter was sent  
24 to a consumer to collect a debt. Instead, Respondent routinely went to his Bloomfield, New  
25 Jersey office and did not visit his Beverly Hills office more than once or twice per month for  
26 approximately four or five days. There were no other licensed California attorneys associated  
27 with JBC Legal Group. PC on September 14, 2004.

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61. By using letterhead indicating the September 14, 2004 letter was from “JBC Legal Group, P.C. Attorneys at Law,” without identifying the licensed attorney sending the letter, and without identifying the name of the non-attorney employee causing the letter to be sent, Respondent wilfully violated Business and Professions Code, sections 6077.5 (a) and (b).

COUNT FIVE

Case No. 05-O-01799  
Business and Professions Code, sections 6077.5(a) and (b)  
[Unfair Debt Collections By California Attorney]

62. Respondent willfully violated Business and Professions Code, sections 6077.5(a) and (b) by using law office letterhead, without identifying the licensed attorney sending the letter, and without identifying the name of the non-attorney employee causing the letter to be sent, as follows:

63. The allegations of paragraphs 1 through 31 and 56 through 57 are incorporated by reference.

64. On or about April 24, 2004, Respondent caused a computer-generated letter on letterhead associated with “JBC Legal Group, P.C., Attorneys at Law,” to be sent to Walter Arrington (“Arrington”) at 7439 Woodman Avenue, Van Nuys, CA Unit 65, Van Nuys, CA 91405-1577 seeking to collect two consumer debts allegedly owed by Arrington as a result of the following checks being returned against insufficient funds in Washington Mutual Bank Account No. 26580054 on October 2, 1996 (10 years earlier): Check No. 252 in the amount of \$25.26 made payable to Chief Auto #236 and Check No. 1094 in the amount of \$46.49 made payable to Psychic Eye.

65. The letter contained a computer-generated facsimile signature stating the letter was from, "Jack Boyajian, Esq.," and was part of a mass mailing of at least 10,000 letters to consumers in the State of California. Consequently, even though the letter was on letterhead purporting to be from an attorney, such communication to Arrington could not have been from Respondent and could not have been reviewed or authorized by Respondent.

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66. On or about April 26, 2004, Arrington telephoned JBC at the number provided on the August 24, 2004 letter and spoke to a male representative. Arrington told the representative that he did not believe it was possible to write checks on a Washington Mutual Checking account in 1996 since Washington Mutual Bank had not even come to California until 1997. Arrington also advised the representative that it did not make sense that he would write two checks bearing the numbers 252 and 1094 on the same date since there were 842 checks in between the two allegedly issued that day. The representative advised Arrington he would look into the matter.

67. On or about May 3, 2004, Arrington sent a letter addressed to “JBC Legal Group, Attorneys at Law, Attention: Jack Boyajian, Esq., Attention: Mary (sic) Brandon,” disputing the debt.

68. Respondent did not respond to Arrington's May 3, 2004 letter orally or in writing.

69. In the April 24, 2004 letter, Respondent failed to properly identify the name of the creditor to whom the debt was owed as required by California Business and Professions Code, section 6077.5(g)(2). Specifically, the letter falsely stated that the check was not honored by Washington Mutual Bank, when in fact the checks were issued from an account at Great Western Bank. Respondent also failed to disclose that the true creditor seeking to collect the debt was Outsource Recovery Management (“ORM”) a company in which he is the President.

70. By using letterhead indicating the April 24, 2004 letter was from “JBC Legal Group, P.C. Attorneys at Law,” which contained the computer-generated facsimile signature, “Jack Boyajian,, Esq.,” which Respondent did not actually sign after conducting a meaningful review of each consumer’s account, and by not identifying the name of the non-attorney employee actually causing the letter to be sent, Respondent wilfully violated Business and Professions Code, sections 6077.5 (a) and (b).

COUNT SIX

Case No. 05-O-01799

Business and Professions Code, sections 6077.5(a) and (b)  
[Unfair Debt Collections By California Attorney]

71. Respondent willfully violated Business and Professions Code, sections 6077.5(a) and (b) by using law office letterhead, without identifying the licensed attorney sending the

1 letter, and without identifying the name of the non-attorney employee causing the letter to be  
2 sent, as follows:

3 72. The allegations of paragraphs 1 through 31 and 56 through 57 are incorporated by  
4 reference.

5 73. On or about April 24, 2004, Respondent caused a computer-generated letter on  
6 letterhead associated with "JBC Legal Group, P.C., Attorneys at Law," to be sent to Raymond  
7 Abels ("Abels") at 22650 McKean Rd., San Jose, CA 95120-3706 seeking to collect a consumer  
8 debt allegedly owed by Abels as a result of the following check being returned against  
9 insufficient funds from Bank of America Account No. 09695054 on July 21, 1993 ( more than10  
10 years earlier): Check No. 1033 in the amount of \$654.60 made payable to "Inland Valley D."

11 74. On or about April 24, 2004, Respondent also caused a second computer-generated  
12 letter on letterhead associated with "JBC Legal Group, P.C., Attorneys at Law," to be sent to  
13 Raymond Abels ("Abels") at 22650 McKean Rd., San Jose, CA 95120-3706 seeking to collect a  
14 consumer debt allegedly owed by Abels as a result of the following check being returned against  
15 insufficient funds from Bank of America Account No. 09328351 on June 26, 1993 ( more than10  
16 years earlier): Check No. 775 in the amount of \$105.60 made payable to "Inland Valley D."

17 75. Both of the April 24, 2004 letters contained a computer-generated facsimile  
18 signature stating the letter was from, "Jack Boyajian, Esq." and was part of a mass mailing of at  
19 least 10,000 letters to consumers in the State of California. Consequently, even though the letter  
20 was on stationary from purporting to be from an attorney such communication to Abels could  
21 not have been from Respondent and could not have been reviewed and authorized by  
22 Respondent.

23 76. By using letterhead indicating the April 24, 2004 letters were from "JBC Legal  
24 Group, P.C. Attorneys at Law," which contained the computer-generated facsimile signature,  
25 "Jack Boyajian, Esq.," which Respondent did not actually sign after conducting a meaningful  
26 review of each consumer's account, and by not identifying the name of the non-attorney  
27 employee actually causing the letter to be sent, Respondent wilfully violated Business and  
28 Professions Code, sections 6077.5 (a) and (b).

COUNT SEVEN

Case No. 05-O-04704  
Business and Professions Code, sections 6077.5(a) and (b)  
[Unfair Debt Collections By California Attorney]

77. Respondent willfully violated Business and Professions Code, sections 6077.5(a) and (b) by using law office letterhead, without identifying the licensed attorney sending the letter, and without identifying the name of the non-attorney employee causing the letter to be sent, as follows:

78. The allegations of paragraphs 1 through 31 and 56 through 57 are incorporated by reference.

79. On or about June 22, 2004, Respondent caused a computer-generated letter on letterhead associated with "JBC Legal Group, P.C., Attorneys at Law, A California Professional Corporation" to be sent to Teresa P. Keller ("Keller") at 5269 Leroy St., San Bernardino, CA 92404-1141 seeking to collect two consumer debts allegedly owed by Keller as a result of the following checks being returned against insufficient funds in Wells Fargo Bank Account No. 0628069353 on January 15, 2001: Check No. 008705 in the amount of \$365.63 made payable to "Staples #135 Rg" and Check No. 008710 in the amount of \$1090.56 made payable to Discount Tire Center.

80. The letter contained a computer-generated facsimile signature of Jack Boyajian and a signature line stating the letter was from "Jack Boyajian, Esq." and was part of a mass mailing of letters to consumers in the State of California. Consequently, even though the letter was on letterhead from purporting to be from an attorney such communication to Keller could not have been from Respondent and could not have been reviewed and authorized by Respondent.

81. On or about June 25, 2004, Keller sent a letter to JBC Legal Group, P.C. stating that the two returned checks had been counterfeit checks printed against a non-existent bank account forged by an unknown person using her stolen California identification card. Keller also advised JBC that she had previously reported the crime and that all parties, including Discount

1 Tire Center and Staples knew this as of on or about February 1, 2002, well before JBC attempted  
2 to collect the debt.

3 82. Respondent, as counsel for JBC, whose computer-generated facsimile signature  
4 was listed on the June 24, 2004 letter, knew or should have known that he was attempting to  
5 collect on a fraudulently incurred debt.

6 83. On or about June 27, 2005, the New Jersey Attorney General's office forwarded  
7 Keller's complaint to the State Bar of California.

8 84. Only after Keller made it clear she was aware of Respondent's efforts to collect  
9 on a debt she did not owe, and that the creditors knew she did not owe, did Respondent cease  
10 collection efforts.

11 85. By using letterhead indicating the June 22, 2004 letter was from "JBC Legal  
12 Group, P.C. Attorneys at Law," which contained the computer-generated facsimile signature,  
13 "Jack Boyajian,, Esq.," which Respondent did not actually sign after conducting a meaningful  
14 review of each consumer's account, and by not identifying the name of the non-attorney  
15 employee actually causing the letter to be sent, Respondent wilfully violated Business and  
16 Professions Code, sections 6077.5 (a) and (b).

17 COUNT EIGHT

18 Case No. 05-O-02799  
19 Business and Professions Code, sections 6077.5 (a) and (b)  
[Unfair Debt Collections By California Attorney]

20 86. Respondent willfully violated Business and Professions Code, sections 6077.5(a)  
21 and (b) by using law office letterhead, without identifying the licensed attorney sending the  
22 letter, and without identifying the name of the non-attorney employee causing the letter to be  
23 sent, as follows:

24 87. The allegations of paragraphs 1 through 31 and 56 through 57 are incorporated  
25 by reference.

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1           88.     On or about August 3, 2004, Respondent caused a computer-generated letter on  
2 letterhead associated with "JBC Legal Group, P.C., Attorneys at Law, A California Professional  
3 Corporation," to be sent to Jovita Vega ("Vega") at 17428 Blue Jay Dr., Morgan Hill, CA  
4 95037-6405 seeking to collect a consumer debt allegedly owed by Vega to American Medical  
5 Response in the amount of \$741.77. The letter represented the address for JBC as 9465 Wilshire  
6 Blvd., Suite 335, Beverly Hills, CA 90212-2612.

7           89.     The letter contained a computer-generated signature block, which stated, "Very  
8 truly yours, JBC Legal Group, P.C, Attorneys at Law,"but failed to identify any specific attorney  
9 by name who had sent the letter. The letter failed to list the date of the debt, which Vega later  
10 learned was from in or about 1998 when she received emergency medical care due to a car  
11 accident and the bill was subsequently paid by her attorney in 2002 when her case settled.

12           90.     On or about September 29, 2004, Respondent caused a computer-generated letter  
13 on letterhead associated with "JBC Legal Group, P.C., Attorneys at Law, A California  
14 Professional Corporation," to be sent to Jovita Vega ("Vega") at 17428 Blue Jay Dr., Morgan  
15 Hill, CA 95037-6405 seeking to collect a consumer debt allegedly owed by Vega to American  
16 Medical Response in the amount of \$741.77. The letter also stated that the debt had been  
17 purchased by, "MedCLR, Inc." The letter represented the address for JBC as 9465 Wilshire  
18 Blvd., Suite 335, Beverly Hills, CA 90212-2612.

19           91.     The letter contained a computer-generated signature block, which stated, "Very  
20 truly yours, JBC Legal Group, P.C, Attorneys at Law,"but failed to identify any specific attorney  
21 by name who had sent the letter.

22           92.     By using letterhead indicating the September 29, 2004 letter was from "JBC  
23 Legal Group, P.C. Attorneys at Law," without identifying the licensed attorney sending the  
24 letter, and without identifying the name of the non-attorney employee causing the letter to be  
25 sent, Respondent wilfully violated Business and Professions Code, sections 6077.5 (a) and (b).

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1 COUNT NINE

2 Case Nos. 04-O-14977, 05-O-01799, 05-O-04704, 05-O-04704, 05-O-02799  
3 Business and Professions Code, section 6106  
4 [Moral Turpitude-False and Misleading Statements in Consumer Debt Collection Letters]

5 93. Respondent wilfully violated Business and Professions Code, section 6106, by  
6 committing an act involving moral turpitude, dishonesty or corruption, as follows:

7 94. The allegations of paragraphs 1 through 31, 54 through 60, 64 through 69, 73  
8 through 75, 79 through 84 and 88 through 91 are incorporated by reference.

9 95. The letterhead and the signature block in the letters sent to Kopp, Arrington,  
10 Abels and Vega falsely represented that the letter was sent from a law firm run and properly  
11 supervised by an attorney entitled to practice law in California. The representation was false  
12 because no attorney, let alone one admitted to practice in California, was meaningfully involved  
13 in the review of each collection account each time a letter is sent to collect an alleged debt from  
14 a California consumer.

15 96. By sending out the letters to Kopp, Arrington, Abels, Keller and Vega, some of  
16 which were sent without any individual signing the signature block and having the signature  
17 block state that the letter is from, "JBC Legal Group, P.C., Attorneys at Law," and some of  
18 which were sent with a computer-generated facsimile signature of, "Jack Boyajian, Esq.," which  
19 Respondent did not actually sign after conducting a meaningful review of each consumer's  
20 account, Respondent wilfully committed acts involving moral turpitude, dishonesty or  
21 corruption.

22 COUNT TEN

23 Case Nos. 04-O-14977, 05-O-01799, 05-O-04704, 05-O-04704, 05-O-02799  
24 Rules of Professional Conduct, Rule 1-300(A)  
25 [Aiding the Unauthorized Practice of Law]

26 97. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(A), by  
27 aiding a person or entity in the unauthorized practice of law, as follows:

28 98. The allegations of paragraphs 1 through 31, 54 through 60, 64 through 69, 73  
through 75, 79 through 84 and 88 through 91 are incorporated by reference.

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99. Respondent failed to supervise his non-attorney staff and there were no other attorneys licensed in California who could supervise the non-attorney staff at the time Respondent sent the dunning letters to California consumers Kopp, Arrington, Abels, Keller and Vega.

100. By permitting non-attorneys to send out mass-generated computerized letters on law office letterhead containing Respondent's computer-generated facsimile signature which falsely represented that Respondent was meaningfully involved in handling the consumer's accounts, and by allowing non-attorney debt collectors to communicate with California consumers using the name and appearance of a California "law firm," without any supervision by Respondent or any other licensed attorney, Respondent aided non-attorneys in the unauthorized practice of law.

COUNT ELEVEN

Case No. 05-O-04918  
Business and Professions Code, section 6077.5(a) and (b)  
[Unfair Debt Collections By California Attorney]

101. Respondent willfully violated Business and Professions Code, sections 6077.5(a) and (b) by using law office letterhead, without identifying the licensed attorney sending the letter, and without identifying the name of the non-attorney employee causing the letter to be sent, as follows:

102. The allegations of paragraphs 1 through 31 are incorporated by reference.

103. On or about July 28, 2004, Respondent caused a computer-generated letter and letterhead associated with “JBC Legal Group, P.C., Attorneys at Law, a California Professional Corporation” to be sent to Petrina Crockford (“Crockford”) at 284 Filbert Ave., Clovis, CA 93611-5420 seeking to collect a consumer debt allegedly owed by Crockford from American Medical Response in the amount of \$399.00.

104. The letter stated it was sent by “JBC Legal Group, P.C., Attorneys at Law,” but it did not identify any specific licensed attorney who had authored and sent the collection letter to Crockford.

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1           105. The letter failed to state the name of the employee of JBC Legal Group P.C., and  
2 the job titles and job capacity, which is required by Business and Professions Code, section  
3 6077.5(b) where the employee attempting to collect the debt is not a licensed California attorney.

4           106. At the time Respondent caused the July 28, 2004 letter to be sent to Crockford,  
5 JBC Legal Group. P.C.'s principal place of business was 2 Broad Street 6<sup>th</sup> Floor, Bloomfield,  
6 NJ 07003-2550, his residence was in New Jersey, and his State Bar Membership records address  
7 was 2 Broad Street 6<sup>th</sup> Floor, Bloomfield, NJ 07003-2550.

8           107. Although Respondent had an office address at 9465 Wilshire Blvd., Suite 335,  
9 Beverly Hills, CA 90212 at the time, Respondent was not supervising the office on a daily basis  
10 and was not meaningfully involved in each case each time a computer-generated letter was sent  
11 to a consumer to collect a debt. There were no other licensed California attorneys associated  
12 with JBC Legal Group. PC on July 28, 2004.

13           108. On or about August 16, 2004, Crockford's father, John, sent JBC a letter  
14 disputing the debt and requesting evidence of the debt that had allegedly been incurred by  
15 Crockford.

16           109. On or about September 22, 2004, Crockford received a letter from JBC stating  
17 that JBC was enclosing documentation of the debt, but the letter only contained a copy of an  
18 electronic printout purporting to be from NCO Financial Systems, Inc. The letter stated it was  
19 sent by "JBC Legal Group, P.C., Attorneys at Law," but it did not identify any specific licensed  
20 attorney who had authored and sent the collection letter to Crockford.

21           110. The September 22, 2004 letter failed to state the name of the employee of JBC  
22 Legal Group P.C., and the job titles and job capacity, which is required by Business and  
23 Professions Code, section 6077.5(b) where the employee attempting to collect the debt is not a  
24 licensed California attorney.

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1           111. On or about September 23, 2004, Crockford received a letter from JBC stating  
2 that JBC was enclosing documentation of the debt, but the letter only contained a copy of an  
3 electronic printout purporting to be from NCO Financial Systems, Inc. relating to a patient  
4 named Sandra Currie, and not relating to Crockford. The letter stated it was sent by "JBC Legal  
5 Group, P.C., Attorneys at Law," but it did not identify any specific licensed attorney who had  
6 authored and sent the collection letter to Crockford.

7           112. The September 23, 2004 letter failed to state the name of the employee of JBC  
8 Legal Group P.C., and the job titles and job capacity, which is required by Business and  
9 Professions Code, section 6077.5(b) where the employee attempting to collect the debt is not a  
10 licensed California attorney.

11           113. After reviewing the information provided by JBC, Crockford believed she did not  
12 owe the debt.

13           114. On or about October 4, 2004, JBC sent Crockford another letter demanding  
14 payment of the debt. The letter stated it was sent by "JBC Legal Group, P.C., Attorneys at  
15 Law," but it did not identify any specific licensed attorney who had authored and sent the  
16 collection letter to Crockford.

17           115. The October 4, 2004 letter also identified JBC's client who had purchased the  
18 debt as "Ino Vision Medclr-NCOP, F, LLC," and demanding payment of the debt or threatening  
19 to take further action against Crockford.

20           116. Crockford telephoned JBC and spoke to a female representative. She asked the  
21 representative about the charges, and the representative stated she was not going to discuss the  
22 matter with Crockford, then hung up on Crockford.

23           117. On September 20, 2005, Respondent caused another computer-generated letter to  
24 be sent to Crockford on letterhead associated with, "Boyajian Law Offices, A California  
25 Professional Corporation, Attorneys at Law," bearing a New Jersey office address of 201 Route  
26 17 North, 5<sup>th</sup> Floor, Rutherford, NJ 07070-2354 seeking to collect the same \$399.00 debt  
27 allegedly incurred by Crockford to American Medical Response. The letter stated it was sent by  
28 "Boyajian Law Offices, A California Professional Corporation, Attorneys at Law," but it did not

1 identify any specific licensed attorney who had authored and sent the collection letter to  
2 Crockford.

3 118. On September 23, 2005, Respondent caused another computer-generated letter to  
4 be sent to Crockford on letterhead associated with, "Boyajian Law Offices, A California  
5 Professional Corporation, Attorneys at Law," bearing a New Jersey office address of 201 Route  
6 17 North, 5<sup>th</sup> Floor, Rutherford, NJ 07070-2354 seeking to collect the same \$399.00 debt  
7 allegedly incurred by Crockford to American Medical Response. The letter stated it was sent by  
8 "Boyajian Law Offices, A California Professional Corporation, Attorneys at Law," but it did not  
9 identify any specific licensed attorney who had authored and sent the collection letter to  
10 Crockford.

11 119. After receiving the September 20 and September 23, 2005 letters, Crockford  
12 telephoned BLO and spoke to a female representative. Crockford requested to speak with the  
13 attorney handling the case, but the representative refused to put Crockford's call through to the  
14 attorney. Crockford told the representative that she never had surgery, that she disputed having  
15 taken the ambulance ride, and that the debt was phony. The representative told Crockford to pay  
16 the money and BLO would go away. Otherwise, BLO would continue harassing her.

17 120. On or about November 8, 2005, Crockford sent a letter to BLO disputing the debt,  
18 and advising that she was filing a complaint against BLO and JBC with the FTC and the  
19 California Attorney General. Crockford also stated in her letter that she would be reporting  
20 Respondent to the State Bar of California.

21 121. By sending letters on letterhead indicating the July 28, 2004, September 22, 2004,  
22 September 23, 2004 and October 4, 2004 letters were from "JBC Legal Group, P.C. Attorneys at  
23 Law," and by sending letters on letterhead indicating the September 20, 2005 and September 23,  
24 2005 letters were from "Boyajian Law Offices, A California Professional Corporation," without  
25 identifying the licensed attorney sending the letters, and without identifying the name of the non-  
26 attorney employees causing the letters to be sent, and by failing to supervise account  
27 representatives who failed to refer Crockford's calls to an attorney, Respondent wilfully violated  
28 Business and Professions Code, sections 6077.5 (a) and (b).

1 COUNT TWELVE

2 Case No. 05-O-04918

3 Business and Professions Code, section 6106

4 [Moral Turpitude-False and Misleading Statements in Consumer Debt Collection Letters]

5 122. Respondent wilfully violated Business and Professions Code, section 6106, by  
6 committing an act involving moral turpitude, dishonesty or corruption, as follows:

7 123. The allegations of paragraphs 1 through 31 and 103 through 120 are incorporated  
8 by reference.

9 124. The letterhead and the signature block in the July 28, 2004 letter falsely  
10 represented and implied that the letter had been reviewed by and was from an attorney admitted  
11 to practice law in the State of California. The representation was false because no attorney, let  
12 alone one admitted to practice in California, was meaningfully involved in each case each time a  
13 letter is sent to collect an alleged debt.

14 125. By sending out the July 28, 2004 September 22, 2004, September 23, 2004,  
15 October 4, 2004 September 20, 2005 and September 23, 2005 computer-generated letters to  
16 Crockford on law office letterhead with facsimile signature blocks that do not include the name  
17 of the attorney which falsely represented that they were from a legitimate law firm run and  
18 properly supervised by attorneys, Respondent wilfully committed an act involving moral  
19 turpitude, dishonesty or corruption.

20 COUNT THIRTEEN

21 Case No. 06-O-11995

22 Business and Professions Code, section 6103

23 [Failure to Obey a Court Order]

24 126. Respondent wilfully violated Business and Professions Code, section 6103, by  
25 wilfully disobeying or violating an order of the court requiring him to do or forbear an act  
26 connected with or in the course of Respondent's profession which he ought in good faith to do or  
27 forbear, as follows:

28 127. The allegations of paragraphs 1 through 31 are incorporated by reference.

128. In or about December 1999, Miranda Defenbaugh ("Ms. Defenbaugh") wrote a  
personal check to Toys "R" Us. The check was not honored.

129. On or about February 27, 2002, JBC & Associates, P.C., sent Ms. Defenbaugh a letter, signed by Respondent, informing her that her outstanding balance had increased to \$753.48 and threatening to bring a civil or criminal action against plaintiff should she fail to pay the amount.

130. Ms. Defenbaugh did not make payment on the check.

131. On or about February 14, 2003, attorney Paul Arons (“Arons”) and other attorneys filed a class action lawsuit against Respondent and JBC & Associates, P.C. on behalf of Ms. Defenbaugh and others who were similarly situated in the case entitled *Miranda Defenbaugh et. al. v. JBC & Associates, P.C., et. al.*, United States District Court Civil Case No. 03-0651 (U.S.D.C. N.D. Cal.) (hereinafter referred to as “the Defenbaugh case.”). The case alleged violations of the FDCPA, 15 U.S.C. § 1692, et. seq., among other things.

132. In or about 2004, the Defenbaugh case settled. Pursuant to the terms of the settlement agreement, and a subsequent judgment, JBC & Associates was liable for the agreed upon damages, and for any statutory award of attorneys' fees and costs.

133. On or about August 10, 2004, the court awarded plaintiff Defenbaugh \$46,496.32 in attorneys' fees and costs.

134. Respondent failed to pay the judgment.

135. By failing to comply with the August 10, 2004 judgment, Respondent willfully disobeyed or violated an order of the court requiring him to do or forbear an act connected with or in the course of Respondent's profession which he ought in good faith to do or forbear.

COUNT FOURTEEN

Case No. 05-O-02165  
Business and Professions Code, section 6106  
[Moral Turpitude-False Testimony at Investigative Deposition  
Before the Colorado Attorney General's Office]

136. Respondent wilfully violated Business and Professions Code, section 6106, by committing an act involving moral turpitude, dishonesty or corruption, as follows:

137. The allegations of paragraphs 1 through 31 are incorporated by reference.

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1           138. On or about September 20, 2004, Deputy Attorney General Paul Chessin of the  
2 Colorado State Attorney General's Office took Respondent's deposition with respect to  
3 Colorado's investigation into Respondent's debt collection activities in that state.

4           139. During the deposition, Chessin asked the following questions and Respondent  
5 provided Chessin with the following answers at page 16, lines 17-25, which he knew were false  
6 and misleading:

7           "Q. Did you ever take the New Jersey bar exam?

8           A. Yes, I did.

9           Q. Did you apply to the New Jersey bar?

10          A. You have to apply to be able to take the exam, but then I withdrew.

11          Q. Why did you withdraw?

12          A. Because I was admitted into California. I was heading there, so..."

13          140. In fact, Respondent tried to become admitted to practice law in the State of New  
14 Jersey. On or about March 31, 1999, Respondent withdrew his application for admission to  
15 practice law in the State of New Jersey following a four-day contested hearing before the State  
16 of New Jersey Committee on Character ("the Committee"), and only after the Committee had  
17 issued a 34-page decision recommending that Respondent's admission to practice law in the  
18 State of New Jersey be denied. The Committee accepted Boyajian's withdrawal of his New  
19 Jersey application pursuant to RG 304:5 of the Regulations Governing the Committee on  
20 Character, adopted by the New Jersey Supreme Court. Respondent did not withdraw his New  
21 Jersey application because he intended to move to California. Respondent withdrew his  
22 application because the Committee recommended his admission to practice law in the State of  
23 New Jersey be denied.

24          141. By falsely testifying under penalty of perjury at his deposition that he withdrew  
25 his application for admission to practice law in New Jersey because he intended to move to  
26 California, Respondent wilfully committed an act of moral turpitude, dishonesty or corruption.

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28 ///

COUNT FIFTEEN

Case No. 05-O-02165

Business and Professions Code, section 6106

[Moral Turpitude-False Testimony at Deposition in the State of Pennsylvania]

142. Respondent wilfully violated Business and Professions Code, section 6106, by committing an act involving moral turpitude, dishonesty or corruption, as follows:

143. The allegations of paragraphs 1 through 31 are incorporated by reference.

144. On or about February 15, 2005, Respondent's deposition was taken in a case entitled *Ashlee Martsof v. JBC Legal Group, P.C., et. al*, United States District Court for the Middle District of Pennsylvania, Case No. 1:04-CV-1346 in which Respondent was a named defendant.

145. On page 35, lines 1-17, Respondent was asked the following questions and gave the following answers which he knew were false and misleading:

"Q. On the second page of Exhibit A, is the heading Outsource Recovery Management, Inc. Who is that?

A. That's the owner of the debt.

Q. If you know, how did Outsource Recovery Management, Inc. come into ownership of the debt?

A. I don't know. Well, I'm sorry, I'm pretty sure they bought the debt. I just don't know from whom.

Q. That was going to be my next question. Do you know when they bought the debt?

A. No.

Q. Do you know where Outsource Recovery Management, Inc. is located?

A. No."

146. At the time Respondent gave these answers, Respondent was the president of Outsource Recovery Management ("ORM"), and ORM shared the same address as Respondent's New Jersey law office, located at 2 Broad Street, 6<sup>th</sup> Floor, Bloomfield, NJ.

///

1 147. By falsely stating he did not know where ORM was located when he knew ORM  
2 shared the same address as his New Jersey law office, Respondent wilfully committed an act of  
3 moral turpitude, dishonesty or corruption.

4 COUNT SIXTEEN

5 Case No. 05-O-02165  
6 Rules of Professional Conduct, Rule 1-300(B)  
7 [Unauthorized Practice of Law in Another Jurisdiction-Pennsylvania]

8 148. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by  
9 practicing law in a jurisdiction where practicing is in violation of the regulations of the  
10 profession in that jurisdiction, as follows:

11 149. The allegations of paragraphs 1 through 31 are incorporated by reference.

12 150. At all relevant times herein, Respondent had actual knowledge that he was not  
13 licensed to practice law in Pennsylvania and that he was entitled to practice law in Pennsylvania.

14 151. Pennsylvania Statutes § 2524(a) provides,

15 "Except as provided in subdivision (b), any person, including but not limited to, a  
16 paralegal or legal assistant, who within this Commonwealth shall practice law, or  
17 shall hold himself out to the public as being entitled to practice law, or use or  
18 advertise the title lawyer, attorney at law, counselor at law, counselor, or the  
equivalent in any language, in such a manner as to convey the impression that he  
is a practitioner of the law in any jurisdiction, without being an attorney at law or  
corporation complying with 15 Pa.C.S.Ch. 29 (relating to professional  
corporations), commits a misdemeanor....."

19 152. In 1978, Pennsylvania consumer Alfred Michenzi ("Michenzi") purchased a  
20 duplex, and signed an agreement with East Ohio Gas to pay the gas bill whether or not he had  
21 tenants.

22 153. In 1990, Michenzi sold the duplex and he has had no financial interest nor any  
23 involvement in the property since.

24 154. In December 2004, Michenzi began receiving phone calls from JBC Legal Group,  
25 P.C. trying to collect on a \$78.39 gas bill from East Ohio Gas from January 19, 1998.

26 155. Michenzi advised the JBC representative that he had sold the property eight years  
27 earlier in 1990.

28 ///

156. On January 8, 2005, Michenzi sent a letter to JBC Legal Group, P.C. complaining that, as of that date, they had called him five times asking about the seven-year old debt on a property he had not owned for 15 years. Once again Michenzi explained that he had sold the property 15 years earlier, and that this was not his debt.

157. JBC ignored Michenzi's letter and continued to call him about the debt consistently for approximately six months.

158. By contacting Michenzi by telephone repeatedly from December 2004 to June 2005 using the name JBC Legal Group to collect a debt on behalf of his client, Respondent practiced law in a jurisdiction where to do so would be in violation of the regulations of the profession in that jurisdiction.

COUNT SEVENTEEN

Case No. 05-O-02165  
Business and Professions Code, section 6068(a)  
[Failure to Comply With Laws]

159. Respondent wilfully violated Business and Professions Code, section 6068(a), by failing to support the Constitution and laws of the United States and of this state, as follows:

160. The allegations of paragraphs 1 through 31 and 144 through 146 are incorporated by reference.

161. In his dunning letters sent to Pennsylvania consumers on law firm letterhead from the JBC entities, including by way of example, Martsoff, Respondent threatened to sue her for time-barred debts in violation of 15 U.S.C. § 1692e(5).

162. Under the applicable Pennsylvania law (13 Pa. Cons. Stat. § 3118(c)), a suit for recovery upon a dishonored check must be commenced within three years after the dishonor of the check or ten years after the date of the check, whichever period expires first.

163. Respondent caused two separate dunning letters to be sent to Martsolf on April 24, 2004 seeking to collect debts for two dishonored checks dated March 18, 1994 and March 20, 1994, which was beyond the applicable ten year statute of limitations, which expired on March 18, 2004 and March 20, 2004, respectively.

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1 164. Both of the letters were on law office letterhead associated with JBC Legal  
2 Group, P.C., Attorneys at Law, A California Professional Corporation." Both of the letters were  
3 signed, "Very truly yours, JBC Legal Group, P.C., Attorneys at Law." Both letters to Martsolf  
4 stated, "You are cautioned that unless this total amount is paid within thirty (30) days after the  
5 date this letter is received, you may be subject to a civil penalty, court costs, and reasonable  
6 attorney fees after suit has been filed."

7 165. By threatening to sue Martsolf on time-barred debts in violation of 15 U.S.C. §  
8 1692e(5), Respondent failed to support the Constitution and laws of the United States and of this  
9 state.

10 COUNT EIGHTEEN

11 Case No. 05-O-02165  
12 Business and Professions Code, section 6106  
[Moral Turpitude-Misrepresentation]

13 166. Respondent wilfully violated Business and Professions Code, section 6106, by  
14 committing an act involving moral turpitude, dishonesty or corruption, as follows:

15 167. The allegations of paragraphs 1 through 31, 144 through 146, 150 through 157  
16 and 161 through 164 are incorporated by reference.

17 168. By contacting Pennsylvania consumers, including by way of example, Michenzi  
18 and Martsolf, and by using the name JBC Legal Group, P.C. to collect a debt, and by falsely  
19 representing that he was entitled to practice law in Pennsylvania when he had actual knowledge  
20 that he was not entitled to practice law in Pennsylvania, Respondent wilfully committed an act of  
21 moral turpitude, dishonesty or corruption.

22 COUNT NINETEEN

23 Case No. 06-O-12868  
24 Business and Professions Code, section 6106  
[Moral Turpitude - Bad Faith Refusal to Comply with Court Orders]

25 169. Respondent wilfully violated Business and Professions Code, section 6106, by  
26 committing an act involving moral turpitude, dishonesty or corruption, as follows:

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1           170. The allegations of paragraphs 1 through 31 are incorporated by reference.

2           171. At all relevant times herein Respondent has never been a licensed attorney in the  
3 State of Connecticut and he had actual knowledge he was not entitled to practice law in  
4 Connecticut.

5           172. At all relevant times herein, neither Respondent nor any of the debt collection  
6 entities controlled by him have ever been licensed as debt collectors in the state of Connecticut.  
7 Connecticut law requires consumer collection agencies acting within the state to be licensed.  
8 (*See*, Conn. Gen. Stat. § 36a-801(a).)

9           173. On or about November 22, 2001, JBC sent a collection letter to Eveline Goins  
10 (“Goins”) for two returned checks allegedly written by Goins to Wilson Suede & Leather in the  
11 amounts of \$243.79 and \$158.99. The November 21, 2001 letter violated the FDCPA because it  
12 falsely represented the amount of the debt owed to Wilson Suede & Leather as \$1,971.80, but  
13 failed to when the face amount of the two checks was only \$402.78.

14           174. The November 22, 2001 letter also sought to collect an additional \$1,562.00 and a  
15 \$25.00 return check fee for each returned check.

16           175. Conn. Gen. Stat. Ann. § 52-565(a)(i) only allows a \$20.00 service charge per  
17 returned check, and therefore, JBC sought to collect an additional \$5.00 for every returned check  
18 matter it handled in the State of Connecticut.

19           176. In 2002, Connecticut attorney Joanne Faulkner (“Faulkner”) filed a lawsuit on  
20 behalf of her client Goins against JBC & Associates, P.C., in a case entitled *Eveline Goins v.*  
21 *JBC & Associates, P.C.*, United States District Court (Conn.) Case No. 02-1069 alleging that  
22 JBC & Associates, P.C. violated the FDCPA and Connecticut state law when it sent a November  
23 2001 collection letter to Goins seeking to collect for the returned checks to Wilson Suede &  
24 Leather (“Goins 1”).

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1 177. In April 2002, Goins filed for bankruptcy and JBC and Respondent put a hold on  
2 further communications with Goins.

3 178. Respondent and JBC had actual knowledge that Goins was represented by  
4 Faulkner in "Goins 1" with respect to the alleged debt to Wilson Suede & Leather. "Goins 1"  
5 was still pending at the time Respondent caused the February 17, 2003 letter to be sent directly  
6 to Goins.

7 179. On or about February 17, 2003, despite the hold on the account, and despite the  
8 fact that JBC and Respondent had actual knowledge Faulkner was representing Goins with  
9 respect to the checks to Wilson Suede & Leather, Respondent caused a computer-generated  
10 letter on letterhead associated with "JBC & Associates, P.C., Attorneys at Law" to be sent to  
11 Goins at 45 3<sup>rd</sup> St. New Haven, Connecticut 06519-2715 seeking to collect a consumer debt  
12 allegedly owed by Goins to "Wilson Suede & Leather" and other undisclosed creditors in the  
13 amount of \$10,277.56. The letter represented the address for JBC as 2 Broad Street, 6<sup>th</sup> Floor,  
14 Rutherford, NJ 07003-2591. The letter stated it was sent by "JBC & Associates, P.C., Attorneys  
15 at Law," but it did not identify any specific licensed attorney who had authored and sent the  
16 collection letter to Goins.

17 180. The text of the February 17, 2003 letter to Goins states:

18 **Re:** Wilson Suede & Leather  
19 **File #:** 562183  
20 **Driver's License:** 212895428  
21 **Balance:** \$10277.56

22 Dear Eveline J. Goins:

23 You have obviously chosen to ignore our previous communication demanding  
24 that you make restitution on an NSF check(s) written to our above-referenced  
25 client (s). Our client(s) may now assume that you delivered the check(s) with  
26 intent to defraud, and may proceed with the allowable remedies.

27 Since you have not tendered payment for the full amount of the check(s) and  
28 service charge(s) within the 30 days provided, pursuant to Connecticut General  
Statutes Section 52-565a, you may be subject to statutory penalties as determined  
by the court, but in no event shall be greater than the face amount of the check ofr  
\$400.00, whichever is less, for a total of \$10277.56.

You may wish to settle this matter before we seek the appropriate relief before a  
court of proper jurisdiction by a qualified attorney by contacting **Lori Brown at**

1       **800-241-1510.** If you qualify, you may also be able to use your American  
2       Express, Discover, Mastercard or Visa credit card to meet this obligation.

3       Very truly yours,  
4       **JBC & Associates, P.C.**  
5       **Attorneys at law**

6       This is an attempt to collect a debt by a debt collector. Any information will be  
7       used for that purpose.

8       181. Respondent violated 15 U.S.C. §1692c(a)(2), which mandates that a debt  
9       collector deal only with an attorney once it has knowledge of the attorney's representation.

10      182. The February 17, 2003 letter falsely represented the amount of the debt Goins  
11      allegedly owed to Wilson Suede & Leather as being \$10,277.56 when in fact the debt was  
12      \$402.78 based on two returned checks allegedly written by Goins to Wilson Suede & Leather in  
13      the amounts of \$243.79 and \$158.99. Consequently, the February 17, 2003 letter falsely  
14      represented the amount of the debt in violation of 15 U.S.C. § 1692e(2)(A).

15      183. The February 17, 2003 letter was also false and misleading because it demanded a  
16      balance of \$10,277.56 in bold print at the top of the letter, which reasonably implies to a  
17      consumer that the amount of the debt owed to Wilson Suede & Leather is \$10,277.56.  
18      Respondent based his demand letter to JBC for \$10,277.56 based upon 22 returned checks, only  
19      two of which were payable to Wilson Suede & Leather and on a \$25.00 check charge on each of  
20      the 22 dishonored checks. However, Respondent's letter fails to disclose to Goins the \$25.00  
21      check charge on 22 separate checks.

22      184. Conn. Gen. Stat. Ann. § 52-565(a)(i) only allows a \$20.00 service charge per  
23      returned check, and therefore, JBC sought to collect an additional \$5.00 for every returned check  
24      matter it handled in the State of Connecticut.

25      185. Respondent violated Conn. Gen. Stat. § 36a-801(a) when he sent the February 17,  
26      2003 letter to Goins. Conn. Gen. Stat. § 36a-801(a) states, "No person shall act within this state  
27      as a consumer collection agency without a consumer collection agency license."

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1           186. The February 17, 2003 letter by Respondent violated the FDCPA prohibition of  
2 making threats to take legal action that cannot legally be taken in violation of 15 U.S.C. §  
3 1692(e)(5) because the letter contained an unequivocal threat to take action, stating, “[y]ou may  
4 wish to settle this matter before we seek appropriate relief before a court of proper jurisdiction  
5 by a qualified attorney.” The letter also referred to “our” prior “communication demanding...that  
6 you make restitution,” states that JBC’s clients “may now assume that you delivered the check(s)  
7 with intent to defraud,” and refers to “statutory penalties as determined by the court.” The  
8 letter’s references to statutes, attorneys, court, settlement, and restitution, augmented by its  
9 aggressive tone (e.g. “You have obviously chosen to ignore our previous communication”),  
10 bolster its syntax as a threat to sue Goins for the debt. Since Respondent and JBC were not  
11 properly licensed debt collectors or attorneys in Connecticut, they could not take legal action  
12 against Goins in Connecticut, despite the fact that the letter threatened such legal action.

13           187. Under the settled state of the law in Connecticut, based upon statute and case law  
14 of which Respondent knew or should have been aware, JBC was legally barred by the applicable  
15 six year statute of limitations from threatening litigation against Goins for a January 1996 debt.

16           188. Respondent was the person at JBC who had sole control over the decision to send  
17 out letters to alleged debtors at the time the February 17, 2003 letter was sent to Goins.

18           189. On or about April 8, 2003, Faulkner filed a lawsuit on behalf of her client,  
19 Eveline Goins (“Goins”) against JBC & Associates, P.C., Respondent and New Jersey attorney  
20 Marv Brandon in a case entitled *Eveline Goins v. JBC & Associates, P.C. et. al.*, United States  
21 District Court (Conn.) Case No. 03-636 alleging that Respondent and JBC violated the FDCPA  
22 and Connecticut state law when it sent a February 17, 2003 collection letter to Goins seeking to  
23 collect for the returned checks to Wilson Suede & Leather and other creditors (“Goins 2”).

24           190. On or about September 3, 2004 the U.S. District Court granted Goins’ summary  
25 judgment in Goins 1.

26           191. On or about January 18, 2005, the U.S. District Court granted a partial summary  
27 judgment in favor of Goins in “Goins 2” finding that the February 17, 2003 letter violated the  
28 FDCPA, various Connecticut statutes and was false and misleading.

1           192. On or about March 6, 2006, the U.S. District Court for the District of Connecticut  
2 entered a judgment in "Goins 2" in favor of Goins for attorneys' fees and costs in the amount of  
3 \$24,316.19 against JBC, Respondent and Brandon.

4           193. Respondent did not timely pay any portion of the March 6, 2006 judgment.

5           194. On or about December 1, 2005, the U.S. District Court for the District of  
6 Connecticut entered a judgment in "Goins 1" in favor of Goins for attorneys fees and costs in the  
7 amount of \$16,674.00 against JBC, Respondent and Brandon.

8           195. Respondent did not timely pay the December 1, 2005 judgment in "Goins 2."

9           196. When Respondent did not timely pay the judgment in the "Goins 1" case,  
10 Faulkner served Respondent, JBC & Associates, P.C. and Marvin Brandon with post-judgment  
11 discovery. Respondent refused to answer the post-judgment discovery on behalf of himself and  
12 JBC & Associates, P.C.

13           197. On or about August 28, 2006, the court issued an order directing Respondent,  
14 JBC & Associates, P.C. and Marvin Brandon to serve responses to Goins' Post-Judgment  
15 Interrogatories in the "*Goins 1*" case. Each of the defendants were ordered to serve their  
16 responses to the interrogatories on or before September 11, 2006.

17           198. On or about December 12, 2006, the court issued an order to show cause to  
18 Respondent, JBC & Associates, P.C. and Marvin Brandon ordering them to show cause by  
19 February 13, 2007 as to why they should not be held in contempt for failure to comply with the  
20 court's August 28, 2006 order. The court further ordered that the defendants (Respondent, JBC  
21 & Associates, P.C. and Marvin Brandon) could request a hearing by February 13, 2007, and that  
22 absent a request for hearing from one or more defendants, no hearing would be held and an order  
23 holding defendants in civil contempt may issue forthwith.

24           199. Respondent and JBC & Associates, P.C. had actual notice of this order to show  
25 cause as a process server personally served each of the defendants on January 10, 2007 at 201  
26 Route 17 North 5th Floor, Rutherford, NJ 07070 and Joanne Faulkner also caused Respondent  
27 and JBC & Associates to be served at the California address of 4695 MacArthur Court, 11<sup>th</sup>  
28 Floor, Newport Beach, CA 92660.



207. The allegations of paragraphs 1 through 31 and 171 through 201 are incorporated by reference.

208. By failing to comply with the Court's August 28, 2006 and December 12, 2006 orders, Respondent disobeyed an order of the court requiring him to do or forbear an act connected with or in the course of Respondent's profession which he ought in good faith to do or forbear.

COUNT TWENTY-TWO

Case No. 06-O-12868  
Business and Professions Code, section 6106  
[Moral Turpitude-Misrepresentation]

209. Respondent wilfully violated Business and Professions Code, section 6106, by committing an act involving moral turpitude, dishonesty or corruption, as follows:

210. The allegations of paragraphs 1 through 31 and 171 through 201 are incorporated by reference.

211. By sending the February 17, 2003 letter to Goins, which falsely represented the amount of the debt, Respondent wilfully committed an act involving moral turpitude, dishonesty or corruption.

212. By sending the November 21, 2001 and February 17, 2003 collection letters to Goins on attorney letterhead, combined with making threats to sue Goins, and by falsely representing that he was entitled to practice law in the State of Connecticut when he knew he was not licensed in Connecticut, Respondent committed an act of moral turpitude, dishonesty or corruption.

COUNT TWENTY-THREE

Case No. 06-O-12868  
Business and Professions Code, section 6068(a)  
[Failure to Comply With Laws]

213. Respondent wilfully violated Business and Professions Code, section 6068(a), by failing to support the Constitution and laws of the United States and of this state, as follows:

214. The allegations of paragraphs 1 through 31 and 171 through 201 are incorporated by reference.



215. Respondent wilfully violated 15 U.S.C. § 1692c, which prohibits a debt collector from contacting a debtor who the debt collector knows is represented by an attorney, by contacting Goins when they knew Goins was represented by an attorney.

216. Respondent wilfully violated Conn. Gen. Stat. § 36a-801(a) when they sent the February 17, 2003 letter to Goins. Conn. Gen. Stat. § 36a-801(a) states, “No person shall act within this state as a consumer collection agency without a consumer collection agency license.”

217. By sending debt collection letters threatening to sue to collect on a time-barred debt from Goins in Connecticut, Respondent wilfully violated the FDCPA prohibition on making threats to take legal action that cannot legally be taken in violation of 15 U.S.C. § 1692(e)(5).

218. By violating 15 U.S.C. § 1692c ( which prohibits a debt collector from contacting a debtor who the debt collector knows is represented by an attorney)as to Goins, by seeking to collect a debt from Goins without the requisite consumer collection agency license in violation of Conn. Gen. Stat. § 36a-801(a), and by threatening to sue Goins on time-barred debts in violation of 15 U.S.C. § 1692(e)(5), Respondent failed to support the Constitution and laws of the United States and of this state.

COUNT TWENTY-FOUR

Case No. 06-O-12868  
Rules of Professional Conduct, Rule 2-100(A)  
[Communicating with Represented Party]

219. Respondent wilfully violated Rules of Professional Conduct, rule 2-100(A), by representing a client and communicating about the subject of that representation with a party Respondent knew was represented by another lawyer without the consent of that lawyer, as follows:

220. The allegations of paragraphs 1 through 31 and 171 through 201 are incorporated by reference.

221. Respondent wilfully violated rule 2-100(A) of the Rules of Professional Conduct by contacting Goins about the subject of her alleged debt, when he knew Goins was represented by attorney Faulkner.

///

1 COUNT TWENTY-FIVE

2 Case No. 06-O-12868  
3 Business and Professions Code, section 6068(o)(2)  
4 [Failure to Report Judgment]

5 222. Respondent wilfully violated Business and Professions Code, section 6068(o)(2),  
6 by failing to report to the agency charged with attorney discipline, in writing, within 30 days of  
7 the time Respondent had knowledge of the entry of judgment against Respondent in any civil  
8 action for fraud, misrepresentation, breach of fiduciary duty, or gross negligence committed in a  
9 professional capacity, as follows:

10 223. The allegations of paragraphs 1 through 31, 171 through 201 and 211 are  
11 incorporated by reference.

12 224. On or about January 18, 2005, Respondent had actual knowledge of the Goins 2  
13 judgment against him, which was a judgment against Respondent in any civil action for fraud,  
14 misrepresentation, breach of fiduciary duty, or gross negligence committed in a professional  
15 capacity. Respondent did not report the judgement to the State Bar within 30 days of the date of  
16 his actual knowledge of the judgment.

17 225. By failing to report the January 18, 2005 Goins 2 judgment to the State Bar within  
18 30 days of the date of his actual knowledge of the judgment Respondent wilfully failed to report  
19 to the agency charged with attorney discipline, in writing, within 30 days of the time Respondent  
20 had knowledge of the entry of judgment against Respondent in any civil action for fraud,  
21 misrepresentation, breach of fiduciary duty, or gross negligence committed in a professional  
22 capacity in wilful violation of Business and Professions Code, section 6068(o)(2).

23 COUNT TWENTY-SIX

24 Case No. 06-O-12868  
25 Rules of Professional Conduct, rule 3-110(A)  
26 [Failure to Perform with Competence]

27 226. Respondent wilfully violated Rules of Professional Conduct, rule 3-110(A), by  
28 intentionally, recklessly, or repeatedly failing to perform legal services with competence, as  
follows:

///

227. The allegations of paragraphs 1 through 31, 171 through 201 and 211 are incorporated by reference.

228. Respondent failed to supervise his non-attorney staff at the time Respondent sent the dunning letters to Connecticut consumer Goins. Specifically, Respondent's non-attorney staff violated multiple provisions of the FDCPA, the Rules of Professional Conduct and the State Bar Act.

229. By failing to supervise his non-attorney staff when they were collecting debts in Connecticut from Connecticut consumers, including by way of example, Goins, Respondent intentionally, recklessly, or repeatedly failing to perform legal services with competence.

COUNT TWENTY-SEVEN

Case Nos. 05-O-02165 and 06-O-12868  
Business and Professions Code, section 6106  
[Moral Turpitude-Bad Faith Circumvention of Settlement Agreement]

230. Respondent wilfully violated Business and Professions Code, section 6106, by committing an act involving moral turpitude, dishonesty or corruption, as follows:

231. The allegations of paragraphs 1 through 31 and 171 through 201 are incorporated by reference.

232. Between in or about June 2002 and in or about 2006, the Connecticut Banking Department received 21 consumer complaints from Connecticut consumers against Respondent and the JBC entities based upon collection letters sent to Connecticut consumers.

233. Respondent and the JBC entities were engaged in debt collection practices in Connecticut without the license required by the State of Connecticut.

234. On or about November 5, 2002, Respondent caused JBC to file an application with the Connecticut Banking Commission for a consumer collection agency license.

235. On or about March 18, 2004, and after completing an investigation, the Connecticut Banking Commissioner denied Respondent and JBC's application for a consumer collection agency license. The basis for denial stated,

The Division's inquiry and examination of the Applicant has revealed that the Office of the Attorney General of the State of New Jersey received 126 complaints in 2003 against the Applicant from consumers. The consumers'

1 allegations concern the Applicant's debt collection practices, failure to provide  
2 documents, billing disputes and harassment. In addition, 14 lawsuits have been  
3 filed against the Applicant, 13 in federal district courts in several states, including  
4 Connecticut, and in one state court, alleging various violations of the Fair Debt  
5 Collection Practices Act and various state laws, including one lawsuit that has  
6 been certified as a class action case. Finally, it appears that the Applicant has  
7 been acting as a consumer collection agency in Connecticut without a license in  
8 violation of Section 36a-801(a) of the Connecticut General Statutes. In deed  
9 between, 2002 and 2004, 9 Connecticut residents filed with the Division  
10 complaints against the Applicant alleging harassment in connection with the  
11 collection of debts, and in some cases, disputing debts.

12  
13 Based upon the facts stated above, I am not satisfied that the Applicant is in all  
14 respects properly qualified and trustworthy and that the granting of such  
15 consumer collection agency license is not against the public interest.

16 236. On or about March 18, 2004, and after completing an investigation, the  
17 Connecticut Banking Commissioner issued a Notice of Intent to Issue a Cease and Desist Order  
18 alleging that JBC acted as a consumer collection agency within Connecticut without a license in  
19 violation of Conn. Gen. Stat. § 36a-801.

20 237. On or about May 5, 2004, Respondent, as the Incorporator, filed Articles of  
21 Incorporation with the California Secretary of State incorporating BLO.

22 238. On or about June 15, 2004, Respondent registered BLO as a California  
23 Professional Corporation with the State Bar of California.

24 239. Respondent did not seek a consumer collection agency license on behalf of BLO.  
25 At no time was BLO ever licensed as a consumer collection agency in Connecticut.

26 240. On or about July 27, 2004, the Connecticut Banking Commission and  
27 Respondent, acting as President of JBC Legal Group, PC, entered into a settlement agreement,  
28 which provided, in pertinent part: "1. Neither JBC Legal Group, P.C. nor JBC & Associates,  
P.C. shall act as a consumer collection agency within Connecticut..." and "3. Notwithstanding  
anything to the contrary in this Settlement Agreement, execution of this Settlement Agreement is  
without prejudice to the right of the Commissioner to take any enforcement action against JBC  
to enforce this Settlement Agreement if the Commissioner determines that JBC is not fully  
complying."

///

///

241. Thereafter, between in or about March 2005 and in or about February 2006, Respondent caused the JBC entities to continue debt collection from Connecticut residents without a license. For example, on or about March 26, 2005 Respondent caused a letter from BLO to be sent to Connecticut consumer ShaQuille Sellers (“Sellers”).

242. On or about September 6, 2006, the Attorney General of the State of Connecticut, on behalf of the Connecticut Banking Commission filed a lawsuit against JBC Legal Group, P.C., JBC & Associates, P.C., BLO and Respondent, alleging that, violated the earlier Cease and Desist order by using JBC and a subsequent entity BLO (both of which Respondent controlled) to continue to collect debts in Connecticut despite the fact that neither JBC, BLO or Boyajian have ever been licensed debt collectors as required by Connecticut law.

243. On or about September 25, 2006, the Superior Court for the Judicial District of Hartford in the State of Connecticut issued a temporary injunctions against JBC & Associates, PC, JBC Legal Group PC, BLO and Respondent precluding them from engaging in the business of consumer debt collection in the State of Connecticut without a license.

244. The dunning letters Respondent caused to be sent to Connecticut consumers, including but not limited to the March 26, 2005 letter to Sellers from BLO were misleading because they falsely suggested that BLO had offices in Avon, Connecticut.

245. By wilfully collecting debts in Connecticut without a debt collectors license in violation of Conn. Gen. Stat. § 36a-801, by agreeing with the state of Connecticut to cease and desist from collecting debts in Connecticut without a debt collectors license, and by thereafter continuing to seek to collect debts in Connecticut under the name BLO instead of JBC, Respondent committed an act involving moral turpitude, dishonesty or corruption.

COUNT TWENTY-EIGHT

Case Nos. 05-O-02165 and 06-O-12868  
Rules of Professional Conduct, Rule 1-300(B)  
[Unauthorized Practice of Law in Another Jurisdiction-Connecticut]

246. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

1           247.    The allegations of paragraphs 1 through 31, 171 through 201 and 232 through 244  
2 are incorporated by reference.

3           248.    Respondent sent out debt collection letters to Connecticut consumers on his law  
4 office letterhead, including by way of example, Connecticut consumers Goins and Sellers. The  
5 letters held Respondent and his "law firms" out as entitled to practice law in the State of  
6 Connecticut, when in fact no members of JBC & Associates, P.C. or BLO were entitled to  
7 practice law in Connecticut. Respondent's debt collection letters were sent on behalf of clients  
8 who hired BLO and paid BLO legal fees to act as attorneys in collecting debts from consumers.

9           249.    Respondent violated Connecticut General Statutes § 51-88 by sending dunning  
10 letters to Connecticut consumers, including by way of example Goins and Sellers. Connecticut  
11 General Statutes § 51-88(a) states,

12           A person who has not been admitted as an attorney under the provisions of  
13 section 51-80 shall not: (1) Practice law or appear as an attorney-at-law for  
14 another, in any court of record in this state, (2) make it a business to practice law  
15 or appear as an attorney at law for another in any such court, (3) make it a  
16 business to solicit employment for any attorney-at-law, (4) hold himself out to the  
17 public as being entitled to practice law, (5) assume to be an attorney-at-law, (6)  
18 assume, use or advertise the title of lawyer, attorney and counselor at law,  
19 attorney-at-law, counselor-at-law, attorney, counselor, attorney and counselor, or  
20 an equivalent term, in such a manner as to convey the impression that he is a legal  
21 practitioner of law, or (7) advertise that he, either alone or with others, owns,  
22 conducts or maintains a law office, or office or place of business of any kind for  
23 the practice of law.

19           250.    Respondent violated rule 5.5 of the Connecticut Rules of Professional Conduct,  
20 which prohibits a lawyer who is not admitted in Connecticut from establishing a law office or  
21 other systematic continuous presence in Connecticut absent certain exceptions not applicable  
22 here, and which prohibits the lawyer from holding himself out as entitled to practice law in  
23 Connecticut.

24           251.    By holding himself and the JBC entities out as entitled to practice law in  
25 Connecticut, by charging clients legal fees to collect debts, and by sending out debt collection  
26 letters on law firm letterhead stating they were from "attorneys-at-law" and that they had offices  
27 in "Avon, CT," Respondent practiced law in a jurisdiction where to do so was in violation of the  
28 regulations of the profession in that jurisdiction.

1 COUNT TWENTY-NINE

2 Case Nos. 05-O-02165 and 06-O-12868  
3 Business and Professions Code, section 6106  
4 [Moral Turpitude- Misrepresentation]

5 252. Respondent wilfully violated Business and Professions Code, section 6106, by  
6 committing an act involving moral turpitude, dishonesty or corruption, as follows:

7 253. The allegations of paragraphs 1 through 31, 171 through 201, 232 through 244  
8 and 248 through 250 are incorporated by reference.

9 254. By causing computer-generated letters to be sent to consumers in Connecticut on  
10 law office letterhead, which falsely represented that Respondent had an "Avon, CT" office when  
11 Respondent knew he was not licensed to practice law in Connecticut and he did not have a  
12 physical law office in Connecticut, Respondent committed an act involving moral turpitude,  
13 dishonesty or corruption.

14 COUNT THIRTY

15 Case No. 06-O-12868  
16 Business and Professions Code, section 6106  
17 [Moral Turpitude-Misrepresentation in Deposition]

18 255. Respondent wilfully violated Business and Professions Code, section 6106, by  
19 committing an act involving moral turpitude, dishonesty or corruption, as follows:

20 256. The allegations of paragraphs 1 through 31 and 171 through 201 are incorporated  
21 by reference.

22 257. On or about January 27, 2004, Faulkner took Respondent's deposition in the  
23 "Goins 2" case.

24 258. During the deposition, Faulkner asked the following questions and Respondent  
25 provided Faulkner with the following answers at page 8, lines 8-17, which he knew were false  
26 and misleading:

27 "Q. And did you take the New Jersey Bar?

28 A. Yes, I did.

Q. And did you pass it?

A. Yes, I did.

1 Q. And did you get admitted to New Jersey?

2 A. No, I did not. I did not apply for New Jersey - - I did apply, but I withdrew  
3 my application.

4 Q. Why was that?

5 A. I chose not to be admitted in New Jersey.”

6 259. In fact, Respondent tried to become admitted to practice law in the State of New  
7 Jersey. On or about March 31, 1999, Respondent withdrew his application for admission to  
8 practice law in the State of New Jersey following a four-day contested hearing before the State  
9 of New Jersey Committee on Character (“the Committee”), and only after the Committee had  
10 issued a 34-page decision recommending that Respondent’s admission to practice law in the  
11 State of New Jersey be denied. The Committee accepted Respondent’s withdrawal of his New  
12 Jersey application pursuant to RG 304:5 of the Regulations Governing the Committee on  
13 Character, adopted by the New Jersey Supreme Court. Respondent did not withdraw his New  
14 Jersey application because he intended to move to California. Respondent withdrew his  
15 application because the Committee recommended his admission to practice law in the State of  
16 New Jersey be denied.

17 260. By falsely testifying under penalty of perjury at his deposition that he withdrew  
18 his application for admission to practice law in New Jersey because he intended to move to  
19 California, Respondent wilfully committed an act of moral turpitude, dishonesty or corruption.

20 COUNT THIRTY-ONE

21 Case Nos. 05-O-02165 and 06-O-12868  
22 Business and Professions Code, section 6068(a)  
[Failure to Comply With Laws]

23 261. Respondent wilfully violated Business and Professions Code, section 6068(a), by  
24 failing to support the Constitution and laws of the United States and of this state, as follows:

25 262. The allegations of paragraphs 1 through 31, 171 through 201, 232 through 244  
26 and 248 through 250 are incorporated by reference.

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263. By holding himself and the JBC entities out as entitled to practice law in Connecticut in violation of Connecticut General Statutes § 51-88(a) and rule 5.5 of the Connecticut Rules of Professional Conduct, by collecting debts in Connecticut without a debt collectors license in violation of Conn. Gen. Stat. § 36a-801, and by agreeing with the state of Connecticut to cease and desist from collecting debts in Connecticut without a debt collectors license, and by thereafter continuing to seek to collect debts in Connecticut under the name BLO instead of JBC, Respondent wilfully failed to support the Constitution and laws of the United States and of this state.

COUNT THIRTY-TWO

Case No. 05-O-02268  
Rules of Professional Conduct, Rule 1-300(B)  
[Unauthorized Practice of Law in Another Jurisdiction-Missouri]

264. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

265. The allegations of paragraphs 1 through 31 are incorporated by reference.

266. At no time was Respondent admitted to practice law in Missouri and at all relevant times he had actual knowledge that he was not entitled to practice law in Missouri.

267. On or about March 25, 2005, Respondent caused a computer-generated letter on letterhead associated with “Boyajian Law Offices, A California Professional Corporation, Attorneys at Law,” to be sent to Missouri consumer Charles Harter (“Harter”) at 827 S. Sappington Rd., St. Louis, Missouri 63126-1032 seeking to collect a consumer debt allegedly owed by Harter to Verizon in the amount of \$855.90, which debt was allegedly sold to an entity known as “Inovision-Medcler-NCOP-NF, LLC.”

268. The letter contained a computer-generated signature block, which stated, “Very truly yours, Boyajian Law Offices, P.C, Attorneys at Law,” but failed to identify any specific attorney by name. The letter failed to list the date of the debt, which Harter later learned was from in or about 1992, more than 10 years earlier.

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269. Rule 4-5.5 of the Missouri Rules of Professional Conduct prohibits a lawyer who is not admitted in Missouri from holding himself out as entitled to practice law in Missouri and from practicing law in Missouri.

270. Respondent practiced law in Missouri because he contracted with his client to collect debts from Missouri consumers and used his law firm letterhead and law office to seek to collect debts in Missouri from Missouri consumers, which constitutes the unauthorized practice of law in the State of Missouri. Respondent provided legal services to his clients, including but not limited to reviewing files and selecting which classes of consumers would receive dunning letters, speaking with clients, meeting with managers, speaking with counsel, drafting and sending dunning letters to consumers in Missouri, including Harter, on law office letterhead containing descriptions of the applicable state law, and attempting to negotiate and settle cases on behalf of clients. Respondent entered into a contingent fee agreement with his client to collect debts from consumers in the State of Missouri, including by way of example Missouri consumer Harter and provided legal services and advice to his client regarding collecting the debt from Harter.

271. By holding himself and BLO out as entitled to practice law in Missouri, and by practicing law in Missouri in violation of Rules 4-5.5 of the Missouri Rules of Professional Conduct, and by actively collecting debts in Missouri and charging his client legal fees to do so, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction.

COUNT THIRTY-THREE

Case Nos. 05-O-02165 and 06-O-12868  
Business and Professions Code, section 6106  
[Moral Turpitude- Misrepresentation]

272. Respondent wilfully violated Business and Professions Code, section 6106, by committing an act involving moral turpitude, dishonesty or corruption, as follows:

273. The allegations of paragraphs 1 through 31 and 266 through 270 are incorporated by reference.

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274. By causing computer-generated letters to be sent to consumers in Missouri, including by way of example, Missouri consumer Harter, on BLO letterhead, which falsely represented that Respondent was entitled to practice law in Missouri, by providing legal services to his client regarding the collection of the debt from Harter, and by charging his client legal fees for collecting debts in Missouri when Respondent knew he was not licensed or entitled to practice law in Missouri, Respondent committed an act involving moral turpitude, dishonesty or corruption.

COUNT THIRTY-FOUR

Case No. 05-O-02268  
Rules of Professional Conduct, Rule 1-300(B)  
[Unauthorized Practice of Law in Another Jurisdiction-Tennessee]

275. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

276. The allegations of paragraphs 1 through 31 are incorporated by reference.

277. On or about July 19, 2005, Respondent caused a computer-generated letter on letterhead associated with “Boyajian Law Offices, A California Professional Corporation, Attorneys at Law” to be sent to Sandra Pope (“Pope”) at 110 Wellington Park Ct., Nashville, TN 37215-3219 seeking to collect a consumer debt allegedly owed by Pope to SE Emergency Physicians, which was purchased by, “MedCLR, Inc.” in the amount of \$215.00. The letter represented the address for BLO as 201 Route 17 North, 5<sup>th</sup> Floor, Rutherford, NJ 07070-2574.

278. The letter contained a computer-generated signature block, which stated, “Very truly yours, Boyajian Law Offices, P.C, Attorneys at Law,” but failed to identify any specific attorney by name who had sent the letter. The letter failed to list the date of the debt. The letter also represented that BLO had an office location at “Memphis, TN,” without referencing any address for said office.

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1           279. Respondent is not and has never been a licensed attorney in Tennessee. At all  
2 times alleged herein Respondent had actual knowledge he was not entitled to practice law in  
3 Tennessee.

4           280. On or about July 21, 2005, Pope telephoned BLO at the number provided on the  
5 July 19, 2005 letter she had received. Pope spoke to a male account representative who treated  
6 her very rudely, by yelling at her, and telling her that she no longer had 30 days to pay the debt,  
7 and that the debt was due immediately.

8           281. On or about July 21, 2005, Tennessee attorney Charles W. Cagle ("Cage"), who is  
9 Pope's husband, called the telephone number for BLO and spoke to a male account  
10 representative who began to yell at Cagle. Cagle told the male account representative that he was  
11 an attorney, and would be turning BLO over to the state bar. The account representative  
12 disconnected the call.

13           282. Thereafter, Cagle contacted SE Emergency Physicians and verified that Pope in  
14 fact owed the debt.

15           283. In or about July 2005, Cagle telephoned BLO and spoke to a male representative.  
16 Cagle asked the representative to provide him with evidence of the debt that Pope had incurred.  
17 The representative provided Cagle with a "reference number" stating that was "all they had."  
18 Cagle asked the representative if BLO was a licensed collection agency in Tennessee, and the  
19 representative stated he did not know.

20           284. On or about August 3, 2005, Cagle wrote a check to BLO on behalf of Pope in the  
21 sum of \$215.00.

22           285. Tennessee Code §23-3-103, which is entitled, "Unlawful Practice; crimes and  
23 offenses; fines and penalties, states that no person shall engage in the practice of law or do law  
24 business, or both, as defined in §23-3-101, unless the person has been duly licensed, and while  
25 the person's license is in full force and effect.

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1           286. Tennessee Code §23-3-101(1) defines "Law business" as follows:

2           "[T]he advising or counseling for a valuable consideration of any person as to any  
3           secular law, or the drawing or procuring of or assisting in the drawing for a  
4           valuable consideration of any paper, document, or instrument affecting or relating  
5           to secular rights, or the doing of any act in a representative capacity, obtaining or  
6           tending to secure for any person any property or property rights whatsoever, or  
7           the soliciting of clients directly or indirectly to secure such services."

8           287. Tennessee Code §23-3-101(3) defines the "Practice of law" as follows:

9           "[T]he appearance as an advocate in a representative capacity or the drawing of  
10          papers, pleadings or documents or the performance of any act in such capacity in  
11          connection with proceedings pending or prospective before any court,  
12          commissioner, referee or body, board, committee or commission constituted by  
13          law or having authority to settle controversies, or the soliciting of clients directly  
14          or indirectly to provide such services."

15          288. Respondent contracted with his client to collect debts from Tennessee consumers  
16          and used his law firm letterhead and law office to seek to collect debts in Tennessee from  
17          Tennessee consumers, which constitutes the unauthorized practice of law in the State of  
18          Tennessee. Respondent provided legal services to his clients, including but not limited to  
19          reviewing files and selecting which classes of consumers would receive dunning letters,  
20          speaking with clients, meeting with managers, speaking with counsel, drafting and sending  
21          dunning letters to consumers in Tennessee, including Pope, on law office letterhead containing  
22          descriptions of the applicable state law, and attempting to negotiate and settle cases on behalf of  
23          clients. Respondent entered into a contingent fee agreement with his client to collect debts from  
24          consumers in the State of Tennessee, including by way of example Tennessee consumer Pope  
25          and provided legal services and advice to his client regarding collecting the debt from Pope.

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289. By providing legal services to his clients, by reviewing files and selecting specific classes of consumers which would receive dunning letters, by speaking with clients, meeting with managers, speaking with counsel, drafting and sending dunning letters to consumers in Tennessee, including the July 19, 2005 dunning letter to Pope, on law office letterhead containing descriptions of the applicable state law and stating that he maintained a law office in Memphis, Tennessee, by attempting to negotiate and settle cases on behalf of clients, and by entering into a contingent fee agreement with his client to collect debts from consumers in the State of Tennessee, Respondent violated Tennessee Code §23-3-101.

290. By, providing legal services to his clients, by reviewing files and selecting specific classes of consumers which would receive dunning letters, by speaking with clients, meeting with managers, speaking with counsel, drafting and sending dunning letters to consumers in Tennessee, including the July 19, 2005 dunning letter to Pope, on law office letterhead containing descriptions of the applicable state law and stating that he maintained a law office in Memphis, Tennessee, by attempting to negotiate and settle cases on behalf of clients, and by entering into a contingent fee agreement with his client to collect debts from consumers in the State of Tennessee, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction.

COUNT THIRTY-FIVE

Case No. 05-O-02268  
Business and Professions Code, section 6106  
[Moral Turpitude- Misrepresentation]

291. Respondent wilfully violated Business and Professions Code, section 6106, by committing an act involving moral turpitude, dishonesty or corruption, as follows:

292. The allegations of paragraphs 1 through 31 and 277 through 289 are incorporated by reference.

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293. By causing computer-generated letters on BLO letterhead to be sent to Tennessee consumers, including by way of example, Pope, which falsely represented that Respondent was entitled to practice law in Tennessee and had a law office in Tennessee when in fact Respondent knew he was not licensed to practice law in Tennessee and did not have an office in Tennessee, and by contracting to collect fees from his client for collecting a debt in Tennessee when he knew he could not collect attorneys' fees, Respondent committed an act involving moral turpitude, dishonesty or corruption.

COUNT THIRTY-SIX

Case No. 05-O-04826

**Rules of Professional Conduct, Rule 1-300(B)**

**[Unauthorized Practice of Law in Another Jurisdiction-Illinois]**

294. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

295. The allegations of paragraphs 1 through 31 are incorporated by reference.

296. On or about July 20, 2005, Respondent caused a computer-generated letter on letterhead associated with “Boyajian Law Offices, A California Professional Corporation, Attorneys at Law” to be sent to Sara Bohnenstiehl (“Bohnenstiehl”) at 1217 Grant Dr., Edwardsville, IL 62025-2441 seeking to collect a consumer debt allegedly owed by Bohnenstiehl to Arena Emergency Physician, which was purchased by, “Innovision Medcl-NCOP, F, LLC” in the amount of \$225.00. The letter represented the address for BLO as 201 Route 17 North, 5<sup>th</sup> Floor, Rutherford, NJ 07070-2574.

297. The letter contained a computer-generated signature block, which stated, “Very truly yours, Boyajian Law Offices, P.C, Attorneys at Law,” but failed to identify any specific attorney by name who had sent the letter. The letter failed to list the date of the debt.

298. Respondent is not and has never been a licensed attorney in Illinois and he had actual knowledge that he was not licensed to practice law in Illinois at all relevant times alleged herein.

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1           299. On or about August 19, 2005, Bohnenstiehl sent a letter to BLO stating that the  
2 debt was invalid and directing BLO not to contact her further regarding the matter.

3           300. Between in or about June 2005 and October 2005, Bohnenstiehl received  
4 approximately fifty (50) telephone calls and messages from BLO relating to this debt. Each  
5 time, BLO would leave a number and Bohnenstiehl would return the call, but the number was  
6 never good. On some occasions, Bohnenstiehl would receive up to three telephone calls per day  
7 from BLO. On approximately five occasions, Bohnenstiehl picked up the phone when BLO  
8 called. Once, Bohnenstiehl asked a male representative about the source of the debt, and the  
9 representative refused to provide information to Bohnenestiehl. Several times, Bohnenstiehl told  
10 representatives from BLO to stop calling her because she did not believe she had incurred the  
11 debt, and if in fact she had incurred the debt, then BLO should send her the supporting  
12 documentation. During one of the conversations in or about June 2005, a representative from  
13 BLO stated that he only has a reference number and admitted that he did not have documents or  
14 records to confirm the debt because it was too old.

15           301. On or about October 18, 2005, despite the fact that Bohnenstiehl had previously  
16 demanded both orally and in writing that BLO refrain from contacting her regarding the debt,  
17 and despite the fact that a representative admitted there was no supporting documentation other  
18 than a reference number, BLO sent another letter to Bohnenstiehl letterhead associated with  
19 "Boyajian Law Offices, A California Professional Corporation, Attorneys at Law" to be sent to  
20 Bohnenstiehl at 1217 Grant Dr., Edwardsville, IL 62025-2441 seeking to collect the same debt.

21           302. On or about October 22, 2005 Bohnenstiehl sent another letter to BLO demanding  
22 that BLO stop trying to collect the alleged debt, advised them that she had filed a complaint with  
23 the New Jersey Better Business Bureau and the FTC.

24           303. On or about October 22, 2005 Bohnenstiehl filed a complaint against Respondent  
25 with the State Bar of California.

26           304. Rule 5.5 of the Illinois Rules of Professional Conduct precludes a non-attorney  
27 from engaging in the practice of law in the State of Illinois.

28 ///



305. Respondent provided legal services to his clients, including but not limited to reviewing files and selecting which classes of consumers would receive dunning letters, speaking with clients, meeting with managers, speaking with counsel, drafting and sending dunning letters to consumers in Illinois, including Bohnenstiehl, on law office letterhead containing descriptions of the applicable state law, and attempting to negotiate and settle cases on behalf of clients. Respondent entered into a contingent fee agreement with his client to collect debts from consumers in the State of Illinois, including by way of example Illinois consumer Bohnenstiehl and provided legal services and advice to his client regarding collecting the debt from Bohnenstiehl.

306. By providing legal services to his clients, by reviewing files and selecting specific classes of consumers which would receive dunning letters, by speaking with clients, meeting with managers, speaking with counsel, drafting and sending dunning letters to consumers in Illinois on law office letterhead containing descriptions of the applicable state law, by attempting to negotiate and settle cases on behalf of clients, and by entering into a contingent fee agreement with his client to collect debts from consumers in the State of Illinois, Respondent violated Rule 5.5 of the Illinois Rules of Professional Conduct.

307. By violating Rule 5.5 of the Illinois Rules of Professional Conduct, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction.

## COUNT THIRTY-SEVEN

Case No. 05-O-04826  
Business and Professions Code, section 6106  
[Moral Turpitude- Misrepresentation]

308. Respondent wilfully violated Business and Professions Code, section 6106, by committing an act involving moral turpitude, dishonesty or corruption, as follows:

309. The allegations of paragraphs 1 through 31 and 296 through 306 are incorporated by reference.

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310. By causing computer-generated letters to be sent to consumers in Illinois, including by way of example, Bohnenstiehl, on BLO letterhead, which falsely represented that Respondent was entitled to practice law in Illinois, and by collecting debts and obtaining “legal fees” from his client for collecting debts in Illinois when Respondent knew he was not entitled to practice law in Illinois, Respondent committed an act involving moral turpitude, dishonesty or corruption.

COUNT THIRTY-EIGHT

Case No. 05-O-02165  
Business and Professions Code, section 6106  
[Moral Turpitude-False Testimony at Deposition in Illinois Class-Action Litigation]

311. Respondent wilfully violated Business and Professions Code, section 6106, by committing an act involving moral turpitude, dishonesty or corruption, as follows:

312. The allegations of paragraphs 1 through 31 are incorporated by reference.

313. On or about February 17, 2006, Illinois attorney Thomas Soule took Boyajian's deposition in a class action lawsuit entitled *Etta Burns v. Inovision MDCLR-NCOP F, LLC, JBC Legal Group, P.C., and NCO Portfolio Management*, U.S. District Court Case No. 05 C 1131 (N.D. Ill.) Boyajian was asked the following questions and gave the following answers:

**“Q. How much of your time in 2004 did you spend in California?”**

A. I don't recall.

Q. Well, how about right now, if we just talk about right now. How much time would you spend in California would you say in the past year?

Mr. Penn: Object to relevance. Go ahead.

**The Witness:** I don't recall.

Q. Do you live in the New Jersey area?

Mr. Penn: Objection.

The Witness: I have a home in New Jersey. I have a residence in New Jersey and I have a residence in California.

**Q. How long do you spend in California at your residence?**

Mr. Penn: Same objection.

1 The Witness: There's no set time period. I go when I need to.

2 Q. How many trips in the past year have you made to California?

3 Mr. Penn: Same objection.

4 The Witness: I don't recall.

5 Q. Why are you licensed in California?

6 Mr. Penn: Object to the form of the question.

7 A. I don't know how to answer that question.

8 Q. Well, after law school in 1996, what made you decide to obtain a law  
9 license in California as opposed to New Jersey where you got your  
10 education?

11 A. I intended to live there."

12 314. In fact, Respondent tried to become admitted to practice law in the State of New  
13 Jersey. On or about March 31, 1999, Respondent withdrew his application for admission to  
14 practice law in the State of New Jersey following a four-day contested hearing before the State  
15 of New Jersey Committee on Character ("the Committee"), and only after the Committee had  
16 issued a 34-page decision recommending that Respondent's admission to practice law in the  
17 State of New Jersey be denied. The Committee accepted Boyajian's withdrawal of his New  
18 Jersey application pursuant to RG 304:5 of the Regulations Governing the Committee on  
19 Character, adopted by the New Jersey Supreme Court. Respondent did not withdraw his New  
20 Jersey application because he intended to move to California. Respondent withdrew his  
21 application because the Committee recommended his admission to practice law in the State of  
22 New Jersey be denied.

23 315. By falsely testifying under penalty of perjury at his deposition that he withdrew  
24 his application for admission to practice law in New Jersey because he intended to move to  
25 California, Respondent wilfully committed an act of moral turpitude, dishonesty or corruption.

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COUNT THIRTY-NINE

Case No. 05-O-05305

Rules of Professional Conduct, Rule 1-300(B)

[Unauthorized Practice of Law in Another Jurisdiction-Washington]

316. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

317. The allegations of paragraphs 1 through 31 are incorporated by reference.

318. On or about November 16, 2005, Respondent caused a computer-generated letter on letterhead associated with "Boyajian Law Offices, A California Professional Corporation, Attorneys at Law" to be sent to Michael Hanson ("Hanson") at 6719 106<sup>th</sup> Ave. NE Apt. 203, Kirkland, WA 98033-7036 seeking to collect a consumer debt allegedly owed by Hanson to "Arrowhead Emergency Physi," which was purchased by, "Innovision Medclr-NCOP, F, LLC" in the amount of \$175.00. The letter represented the address for BLO as 201 Route 17 North, 5<sup>th</sup> Floor, Rutherford, NJ 07070-2574.

319. The letter closed with a computer-generated signature block, which stated, "Very truly yours, Boyajian Law Offices, P.C, Attorneys at Law," but failed to identify any specific attorney by name who had sent the letter. The letter failed to list the date of the debt. The letter also represented that BLO had an office location at "Kirkland, WA," without referencing any address for said office.

320. Respondent is not and has never been a licensed attorney in Washington and he knew at all relevant times that he was not entitled to practice law in Washington. Rule 5.5(b) of the Washington Rules of Professional Conduct prohibits a lawyer who is not admitted in Washington from holding out to the public or otherwise representing that he is admitted to practice law in Washington and from establishing a law office or other systematic continuous presence in Washington absent certain exceptions not applicable here. Washington RCA 2.48.180 also provides that a non-lawyer (defined to include someone not licensed to practice law in the state of Washington) commits the unauthorized practice of law by holding himself out as entitled to practice law.

321. Respondent is not and has never been a licensed debt collector in the State of Washington. Pursuant to Washington law RCW 19.16.110, debt collectors attempting to collect debts in Washington must be licensed as debt collectors.

322. Respondent's November 16, 2005 letterhead listed an office in "Kirkland, WA," when no one associated with BLO was licensed to practice law in Washington.

323. By sending the November 16, 2005 collection letter to Hanson on BLO law office letterhead, indicating it was a California Professional Corporation with an address in New Jersey and several other office locations, including one in “Kirkland, WA,” when in fact Respondent and BLO were not licensed to practice law in Washington, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction.

COUNT FORTY

Case No. 05-O-05305  
Business and Professions Code, section 6106  
[Moral Turpitude- Misrepresentation]

324. Respondent wilfully violated Business and Professions Code, section 6106, by committing an act involving moral turpitude, dishonesty or corruption, as follows:

325. The allegations of paragraphs 1 through 31 and 318 through 322 are incorporated by reference.

326. By causing computer-generated letters to be sent to consumers in Washington, including by way of example, Washington consumer Hanson, on BLO letterhead, which falsely represented that Respondent was entitled to practice law in Washington and had an office in Washington, when Respondent knew he was not entitled to practice law in Washington and did not have an office in Washington, Respondent wilfully committed an act of moral turpitude, dishonesty or corruption.

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COUNT FORTY-ONE

Case No. 05-O-02165  
Business and Professions Code, section 6068(o)(2)  
[Failure to Report Judgment]

327. Respondent wilfully violated Business and Professions Code, section 6068(o)(2), by failing to report to the agency charged with attorney discipline, in writing, within 30 days of the time Respondent had knowledge of the entry of judgment against Respondent in any civil action for fraud, misrepresentation, breach of fiduciary duty, or gross negligence committed in a professional capacity, as follows:

328. The allegations of paragraphs 1 through 31 are incorporated by reference.

329. On September 6, 2005, the United States District Court (W.D. Washington) granted a summary judgment motion in the case entitled *Jehan Semper v. JBC Legal Group, et al.*, Case No. C04-2240L finding that JBC Legal Group, P.C. violated 15 U.S.C. § 1692e(2) of the federal FDCPA and RCW 9.16.250(14) and (18) which precludes a debt collector from demanding amounts, fees or costs that are not authorized by the debt instrument or governing law. The Court found that by demanding payment of amounts, costs and fees that were not consistent with the debt instrument or authorized by statute, JBC made false representations regarding the debt owed by the debtor. The finding was based upon the following facts. On September 3, 2004, JBC Legal Group sent a letter to Semper demanding payment of \$234.54 in statutory fees to which JBC was not entitled and a \$25.00 return fee.

330. The Court also found that JBC Legal Group, P.C. violated 15 U.S.C. § 1692e(3) of the federal FDCPA, which precludes the false representation or implication that any communication is from an attorney. The court found that the September 3, 2004 letter was written on JBC Legal Group, P.C. letterhead and identifies four attorneys, the bars of which they are members, and the three offices maintained by JBC Legal Group. The signature block of the letter states, "JBC Legal Group, PC," and "Compliance Department." The Court found that,

Although the letter was not signed by a lawyer, an unsophisticated consumer would infer that an attorney was involved given the nature of the communication, the use of a law firm's letterhead, and the lack of any indication that the communication was administrative or generated by a non-lawyer employee of the firm.

1 Mr. Boyajian has acknowledged that the September 3<sup>rd</sup> letter was  
2 prepared by 'employees in JBC's Compliance Department.' The  
3 implication that the communication was from an attorney is false  
4 and violates the statute.

5 331. The Court also found that JBC Legal Group, P.C. violated 15 U.S.C. § 1692e(8)  
6 which precludes the communication to any person of credit information which is known or  
7 should be known to be false, including the failure to communicate that a debt is disputed. The  
8 Court found that when Semper realized that a collections item appeared on her credit report, she  
9 informed both Equifax and JBC of the dispute and requested additional information from JBC.  
10 Based solely on its determination that Semper had failed to establish the merits of her dispute,  
11 JBC failed to inform Equifax that the debt was in fact disputed.

12 332. The Court also found that JBC Legal Group, P.C. violated 15 U.S.C. § 1692e(8)  
13 when it falsely notified Equifax that Semper in fact made a March 20, 2003 payment on the  
14 disputed debt. The Court found that there was no evidence that Semper ever made a payment on  
15 the debt, and that defendants knew or should have known that either the payment report was  
16 false or continued efforts to collect \$337.72 were unwarranted (had plaintiff in fact paid the  
17 \$234.54 recorded in JBC's activity report, the alleged outstanding debt would have been reduced  
18 to \$103.18.)

19 333. The Court also found that JBC Legal Group, P.C. violated § 1692e(8) when it  
20 falsely represented the client for whom it was attempting to collect the debt as "ORM Bradlees,"  
21 even though there was no such entity, and even though Bradlees was not JBC's client.

22 334. The Court also found that JBC Legal Group, P.C. violated RCW 19.16.110 by  
23 acting as a debt collection agency in the State of Washington without first obtaining a license,  
24 and the fact that JBC is a law firm does not preclude it from having to obtain a license when  
25 acting as a debt collector in Washington.

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1           335. The Court also found that JBC Legal Group, P.C. violated 15 U.S.C. § 1692g(b)  
2 of the federal FDCPA when it failed to cease collection of the debt from Semper until obtaining  
3 verification of the debt. The Court rejected Respondent's claim in his declaration that JBC  
4 satisfied the verification provisions of the federal FDCPA by providing all of the information it  
5 had about the debt. First, the Court found that JBC Legal Group, P.C. did not provide all of the  
6 information it had regarding the alleged debt to Semper because JBC Legal Group, P.C. had  
7 inexplicably chosen to withhold the only documentation of the debt, the check itself, from  
8 Semper until after Semper filed her lawsuit against JBC. Second, the Court held that the  
9 verification requirement of the federal FDCPA required JBC to do more than simply repeating  
10 second or third hand information from a debt collector's file, which does not accomplish the  
11 goals of the verification provisions.

12           336. The Court also found that Respondent did not personally participate in the  
13 generation of the September 3, 2004 collection letter sent to Semper, and therefore, Respondent  
14 could not be personally liable for JBC's violations of the federal and state FDCPA.

15           337. Respondent as the sole officer, director and shareholder of JBC Legal Group, P.C.  
16 had a duty to report the judgment to the State Bar of California because professional law  
17 corporations are bound by the Rules of Professional Conduct and the State Bar Act. JBC could  
18 only act through Respondent, who is it's sole officer, director and shareholder.

19           338. Respondent failed to report the judgment against JBC to the State Bar within 30  
20 days of his actual knowledge of the judgement. Respondent had actual knowledge of the  
21 judgment on or about September 6, 2005. JBC could only act through Respondent, who is it's  
22 sole officer, director and shareholder. The judgment against JBC was a judgment in a civil  
23 action for fraud, misrepresentation, breach of fiduciary duty, or gross negligence committed in a  
24 professional capacity.

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339. By failing to report the judgment against JBC in the Semper case to the State Bar within 30 days of the time Respondent had knowledge of the entry of judgment, Respondent wilfully failed to report to the agency charged with attorney discipline, in writing, within 30 days of the time Respondent had knowledge of the entry of judgment against JBC in any civil action for fraud, misrepresentation, breach of fiduciary duty, or gross negligence committed in a professional capacity.

COUNT FORTY-TWO

Case Nos. 05-O-02165 and 05-O-05305  
Business and Professions Code, section 6068(a)  
[Failure to Comply With Laws-Unlicensed Debt Collection in Washington]

340. Respondent wilfully violated Business and Professions Code, section 6068(a), by failing to support the Constitution and laws of the United States and of this state, as follows:

341. The allegations of paragraphs 1 through 31, 318 through 322 and 329 through 338 are incorporated herein.

342. By engaging in debt collection activities in the State of Washington without the requisite collection license as required by RCW § 19.16.110, Respondent wilfully failed to uphold the laws of the United States.

COUNT FORTY-THREE

Case No.06-O-12320  
Rules of Professional Conduct, Rule 1-300(B)  
[Unauthorized Practice of Law in Another Jurisdiction-Kansas]

343. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

344. The allegations of paragraphs 1 through 31 are incorporated by reference.

345. At all times relevant herein, Respondent had actual knowledge that he was not licensed or otherwise entitled to practice law in Kansas. Rule 5.5 of the Kansas Rules of Professional Conduct prohibits a lawyer from practicing law in a jurisdiction where he is not entitled to do so.

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1           346. Respondent engaged in the practice of law in violation of Rule 5.5 of the Kansas  
2 Rules of Professional Conduct by providing legal services to his clients, by reviewing files and  
3 selecting specific classes of consumers which would receive dunning letters, by speaking with  
4 clients, meeting with managers, speaking with counsel, drafting and sending dunning letters to  
5 consumers in Kansas on law office letterhead containing descriptions of the applicable state law,  
6 by attempting to negotiate and settle cases on behalf of clients, and by entering into a contingent  
7 fee agreement with his client to collect debts from consumers in the State of Kansas.

8           347. In or about February 2006, Linda D. Wise ("Wise"), began receiving automated  
9 telephone messages at her home in the state of Kansas from BLO concerning an alleged  
10 consumer debt in the amount of \$64.00 owed by Wise to American Electric Power. The debt  
11 was allegedly incurred in or about August 1994, twelve years earlier.

12           348. Wise called the number on the automated message and spoke to a representative  
13 of BLO, who told Wise she owed AEP, American Electric Power \$64.00 for a past due bill from  
14 1994.

15           349. Between in or about February 2006 and April 2006, Wise received approximately  
16 20 telephone calls from BLO. The telephone calls were placed at all times of the day and night.  
17 BLO placed one of the calls at 1:00 a.m. central time. Wise is a senior citizen who suffers from  
18 a heart condition.

19           350. Wise spoke to the representatives from BLO on several occasions. Each time,  
20 Wise told them she believed she had paid the debt in August 1994. The representatives would  
21 continue to demand that Wise pay the debt. During these telephone calls, Wise asked the  
22 representative if she could speak to Respondent and the representative refused Wise's request.

23           351. Wise contacted AEP to determine if the debt had been paid, and AEP advised her  
24 that they had no record of the past due bill, and that AEP did not hire BLO to collect the debt.

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352. On or about April 24, 2006, Wise received a telephone call from BLO trying to collect the alleged debt. Wise told the representative of BLO that she did not owe the debt, that BLO should stop trying to collect on a fraudulent debt, and that she had filed a complaint against Respondent and BLO with the State Bar of California and the offices of the Kansas and New Jersey Attorney Generals. Wise never heard from BLO again.

353. By permitting his employees to telephone Kansas resident Wise between February and April 2006, and by representing that BLO was a law firm, by providing legal services to his clients, by reviewing files and selecting specific classes of consumers which would receive dunning letters, by speaking with clients, meeting with managers, speaking with counsel, drafting and sending dunning letters to consumers in Kansas on law office letterhead containing descriptions of the applicable state law, by attempting to negotiate and settle cases on behalf of clients, and by entering into a contingent fee agreement with his client to collect debts from consumers in the State of Kansas when Respondent was not licensed to practice law in Kansas, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction.

COUNT FORTY-FOUR

Case No. No.06-O-12320  
Business and Professions Code, section 6106  
[Moral Turpitude- Misrepresentation]

354. Respondent wilfully violated Business and Professions Code, section 6106, by committing an act involving moral turpitude, dishonesty or corruption, as follows:

355. The allegations of paragraphs 1 through 31 and 345 through 352 are incorporated by reference.

356. By permitting his employees to make telephone calls to consumers in Kansas, including by way of example, Kansas consumer Wise, and stating that the calls were from BLO, Respondent misrepresented that he is entitled to practice law in Kansas, by providing legal services to his client pertaining to the collection of the debt from Wise, and by collecting debts and charging legal fees from his client for collecting debts in Kansas when Respondent knew he

1 was not licensed to practice law in Kansas, Respondent wilfully committed an act involving  
2 moral turpitude, dishonesty or corruption.

3 COUNT FORTY-FIVE

4 Case No. 06-O-12320  
5 Business and Professions Code, section 6068(a)  
[Failure to Comply With Laws]

6 357. Respondent wilfully violated Business and Professions Code, section 6068(a), by  
7 failing to support the Constitution and laws of the United States and of this state, as follows:

8 358. The allegations of paragraphs 1 through 31, and 345 through 352 are incorporated  
9 by reference.

10 359. By failing to give Wise notice in writing within five days of BLO's initial  
11 communication with her advising her that she could dispute the debt, the amount of the debt, the  
12 name of the creditor to whom the debt was owed, and that BLO would provide Wise with the  
13 name and address of the original creditor (if different from the current creditor) upon request  
14 within 30 days, Respondent violated 15 U.S.C § 1692g(a). Respondent thereby failed to support  
15 the Constitution and laws of the United States and of this state.

16 COUNT FORTY-SIX

17 Case No. 06-O-12913  
18 Rules of Professional Conduct, Rule 1-300(B)  
[Unauthorized Practice of Law in Another Jurisdiction-Kentucky]

19 360. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by  
20 practicing law in a jurisdiction where practicing is in violation of the regulations of the  
21 profession in that jurisdiction, as follows:

22 361. The allegations of paragraphs 1 through 31 are incorporated by reference.

23 362. On or about November 8, 2005, Respondent caused a computer-generated letter  
24 on letterhead associated with "Boyajian Law Offices, A California Professional Corporation,  
25 Attorneys at Law" to be sent to Marc White ("White") at 125 Mayde Spur Rd., Berea KY  
26 40403-9770 seeking to collect a consumer debt allegedly owed by White to Cardinal Emergency  
27 Services, which was purchased by, "MedCLR, Inc." in the amount of \$215.00. The letter  
28 represented the address for BLO as 201 Route 17 North, 5<sup>th</sup> Floor, Rutherford, NJ 07070-2574.

1           363.    The letter contained a computer-generated signature block, which stated, "Very  
2 truly yours, Boyajian Law Offices, P.C, Attorneys at Law,"but failed to identify any specific  
3 attorney by name who had sent the letter. The letter failed to list the date of the debt. The letter  
4 also represented that BLO had an office location at "Louisville, KY" without referencing any  
5 address for said office.

6           364.    Respondent is not and has never been a licensed attorney in Kentucky, and  
7 Respondent knew at all relevant times that he was not licensed and was not otherwise entitled to  
8 practice law in Kentucky. Kentucky Statutes § 524.130 prohibits the unauthorized practice of  
9 law in Kentucky. Respondent practiced law in Kentucky by doing the following acts as the  
10 principal attorney for the JBC entities: Respondent provided legal services to his clients,  
11 including but not limited to reviewing files and selecting which classes of consumers would  
12 receive dunning letters, speaking with clients, meeting with managers, speaking with counsel,  
13 drafting and sending dunning letters to consumers throughout the country on law office  
14 letterhead containing descriptions of the applicable state law, and attempting to negotiate and  
15 settle cases on behalf of clients. Respondent also charged his client a contingent fee to collect  
16 debts from consumers, including consumers in Kentucky.

17           365.    On or about May 6, 2005, White received an automated telephone message from  
18 BLO regarding the debt.

19           366.    On or about May 8, 2006, White's sister, Marsha White ("Marsha"), returned  
20 BLO's telephone call on behalf of White as White is developmentally disabled, suffers from  
21 autism and is partially retarded. A woman answered the phone and told Marsha that BLO had  
22 the wrong number and not to worry about the debt.

23           367.    On or about May 11, 2006 a man named Lawrence called from BLO and asked to  
24 speak with White.

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1           368.   On or about May 14, 2006, Marsha returned Lawrence's telephone call.  
2 Lawrence stated he was calling from BLO and they were trying to collect on a medical bill that  
3 White owed to Cardinal Emergency Services from 2001. Believing the debt was legitimate,  
4 Marsha told Lawrence she would have White send BLO a check for the \$216.00. Marsha had  
5 White issue the check to BLO.

6           369.   On or about May 20, 2006, Marsha googled BLO and learned of all of the  
7 consumer complaints against BLO. She then directed White to put a stop payment on the check.

8           370.   On or about June 1, 2006, Marsha sent BLO a letter advising BLO that she had  
9 White put a stop payment on the check and demanding that BLO provide White with evidence of  
10 the debt he had incurred to Cardinal Emergency Services.

11          371.   On or about June 7, 2006, when Marsha had not received any response to the June  
12 1, 2006 letter, Marsha filed a complaint against Respondent with the State Bar of California.

13          372.   On or about July 11, 2006, after the State Bar had written to him regarding  
14 Marsha's complaint, Respondent claimed that his client NCO Financial had recalled the debt  
15 from BLO, and therefore Marsha should contact NCO Financial directly. The July 11, 2006  
16 BLO letter represented that BLO had an office in, "Louisville, KY."

17          373.   By holding himself out to Marc and White as entitled to practice law in the State  
18 of Kentucky, when in fact he was not entitled to practice law in Kentucky, by providing legal  
19 services to his clients, by reviewing files and selecting specific classes of consumers which  
20 would receive dunning letters, by speaking with clients, meeting with managers, speaking with  
21 counsel, drafting and sending dunning letters to consumers in Kentucky on law office letterhead  
22 containing descriptions of the applicable state law and stating that he had an office in  
23 "Louisville, KY," by attempting to negotiate and settle cases on behalf of clients, and by  
24 entering into a contingent fee agreement with his client to collect debts from consumers in the  
25 State of Kentucky when Respondent was not licensed to practice law in Kentucky, Respondent  
26 practiced law in a jurisdiction where practicing is in violation of the regulations of the profession  
27 in that jurisdiction.

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COUNT FORTY-SEVEN

Case No. 07-O-10915  
Rules of Professional Conduct, Rule 1-300(B)  
[Unauthorized Practice of Law in Another Jurisdiction-Kentucky]

374. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

375. The allegations of paragraphs 1 through 31 and 368 are incorporated by reference.

376. On or about September 15, 2006, Kentucky consumer Scott Holmes ("Holmes") received a dunning letter from BLO dated September 8, 2006. The letter falsely represented it was from a law firm with an attorney licensed to practice law in Kentucky.

377. On or about September 15, 2006, Holmes telephoned BLO to inquire as to the nature of the debt. Holmes spoke to a male representative, who was rude and threatening. Holmes learned that the debt was related to an auto accident he had in or about September 2003. The case had settled.

378. Holmes explained to the BLO representative that the case had settled, and there were no outstanding debts relative to this matter as Holmes' insurance had paid all the monies owed on the case. The BLO representative told Holmes that he still owed the additional monies, and that he needed to pay the monies or BLO would sue him.

379. Holmes believed he was calling a law office since the letter he received was sent on BLO's law office letterhead and BLO threatened to sue him if he did not pay the debt.

380. By sending the letter to Holmes on law office letterhead and by threatening to sue Holmes, Respondent misrepresented that there was an attorney affiliated with BLO who was licensed to practice law in Kentucky and who would sue Holmes if he did not pay the debt.

381. By holding himself out to Holmes as entitled to practice law in the State of Kentucky, when in fact he was not entitled to practice law in Kentucky, by providing legal services to his clients, by reviewing files and selecting specific classes of consumers which would receive dunning letters, by speaking with clients, meeting with managers, speaking with counsel, drafting and sending dunning letters to consumers in Kentucky on law office letterhead

1 containing descriptions of the applicable state law, by attempting to negotiate and settle cases on  
2 behalf of clients, and by entering into a contingent fee agreement with his client to collect debts  
3 from consumers in the State of Kentucky when Respondent was not licensed to practice law in  
4 Kentucky, Respondent practiced law in a jurisdiction where practicing is in violation of the  
5 regulations of the profession in that jurisdiction.

6 COUNT FORTY-EIGHT

7 Case Nos. 06-O-12913 and 07-O-10915  
8 Business and Professions Code, section 6106  
[Moral Turpitude-Misrepresentation]

9 382. Respondent wilfully violated Business and Professions Code, section 6106, by  
10 committing an act involving moral turpitude, dishonesty or corruption, as follows:

11 383. The allegations of paragraphs 1 through 31, 362 through 372, and 376 through  
12 380 are incorporated by reference.

13 384. By causing computer-generated letters to be sent to consumers in Kentucky,  
14 including by way of example, Kentucky consumers White and Holmes, on BLO letterhead  
15 which falsely represents that Respondent has an office and is entitled to practice law in  
16 Kentucky, and by collecting debts and charging legal fees to his client for collecting debts in  
17 Kentucky when Respondent knew he was not licensed and was not otherwise entitled to practice  
18 law in Kentucky, Respondent wilfully committed an act involving moral turpitude, dishonesty or  
19 corruption.

20 COUNT FORTY-NINE

21 Case No. 06-O-12915  
22 Rules of Professional Conduct, Rule 1-300(B)  
[Unauthorized Practice of Law in Another Jurisdiction-Arizona]

23 385. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by  
24 practicing law in a jurisdiction where practicing is in violation of the regulations of the  
25 profession in that jurisdiction, as follows:

26 386. The allegations of paragraphs 1 through 31 are incorporated by reference.

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1           387. At all relevant times herein, Respondent had actual knowledge that he was not  
2 entitled to practice law in Arizona. Respondent engaged in the unauthorized practice of law in  
3 violation of rule 31 of the Arizona Revised Statutes, by using the name of BLO to collect debts  
4 in Arizona, and negotiating the legal rights or responsibilities of his client and Arizona  
5 consumers. Respondent practiced law in Arizona by doing the following acts as the principal  
6 attorney for the JBC entities: Respondent provided legal services to his clients, including but not  
7 limited to reviewing files and selecting which consumers would receive dunning letters,  
8 speaking with clients, meeting with managers, speaking with counsel, drafting and sending  
9 dunning letters to consumers throughout the country on law office letterhead containing  
10 descriptions of the applicable state law, and attempting to negotiate and settle cases on behalf of  
11 clients.

12           388. On or about November 21, 2005, Robin Blitz ("Blitz") received a debt collection  
13 notice from BLO claiming that Blitz owed Chesapeake Emergency Meda \$96.00. Blitz had no  
14 recollection of having incurred such a debt.

15           389. On or about November 22, 2005, Blitz telephoned BLO, and spoke to Will  
16 Cardwell ("Will"). Will claimed that Blitz had incurred the debt in September of 1995, more  
17 than ten years earlier. Blitz asked Will what the debt was for and he could not tell Blitz, but  
18 stated her could send Blitz the invoice and the bill. Blitz was then disconnected.

19           390. On or about November 22, 2005, Blitz called BLO back after having been  
20 disconnected. Blitz spoke to Aaron Miller who hung up on her. Blitz called back again and  
21 spoke to Josh Jones, and was disconnected again. Blitz called back and spoke to Dominique  
22 who assured Blitz that she would sent Blitz a copy of the bill for her records and that she would  
23 receive a letter from BLO that she could send to the credit bureaus. Blitz told Dominique that  
24 she had never received a bill from Inovision Medclr and Dominique gave Blitz the telephone  
25 number for Inovision Medclr. Because Blitz was worried about her credit, Blitz gave Dominique  
26 her Visa card account number to pay the \$96.00. Once again Blitz was disconnected.

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1           391. On or about January 4, 2006 Blitz phoned BLO and spoke to Drew Lions  
2 ("Lions"). Blitz advised him that she never received the billing information as promised. Blitz  
3 gave Lions her fax number and Lions told her he would send her a fax showing she had paid in  
4 full. Lions also promised he would mail Blitz the original invoice, and that Blitz would receive  
5 that in two weeks.

6           392. On or about January 31, 2006 when Blitz had still not received the invoice, she  
7 called BLO again and asked for Lions. Again, Lions assured Blitz that he would fax the invoice  
8 to her and that she would get the invoice in the mail in about 30 days.

9           393. On or about February 1, 2006, Blitz phoned BLO, and left a message for Lions  
10 stating that she had not received the fax. Lions did not return Blitz's telephone call.

11           394. On or about February 2, 2006, Blitz called BLO again and asked for Mr. Lions,  
12 but was disconnected. Blitz called BLO again and spoke to Judy. Judy told Blitz Lions was not  
13 in the office. Blitz left a message with Judy for Lions including her home and work numbers  
14 and fax number and requesting that the letter showing she had paid the debt in full be faxed.

15           395. On or about February 2, 2006, Blitz received a fax from BLO stating that the debt  
16 was paid in full, but BLO had still not provided Blitz with a copy of the invoice as promised.

17           396. On or about April 3, 2006 Blitz called BLO and spoke to Ted Orwell ("Ted").  
18 Ted said he could put in a request for the invoice and Blitz should receive it in three weeks.  
19 Having been promised this for four and a half months, Blitz did not believe Ted, so Blitz asked  
20 to speak to a supervisor and was transferred to Dave Bernstein ("Dave"). Blitz left a message,  
21 but Dave never returned her call.

22           397. On or about April 10, 2006, Blitz called BLO four times and was disconnected  
23 each time. Blitz then spoke to Ted and told him that Dave never called me back. Ted advised  
24 Blitz that Dave was not available, and transferred Blitz to Larry Short ("Larry"). Blitz then  
25 explained the litany of events to Larry. Larry told Blitz he would try to provide her a copy of the  
26 invoice on April 11, 2006.

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1           398. On or about May 22, 2006, Blitz called BLO and spoke to Larry, who  
2 disconnected her call. Blitz called Larry back and he said he would check on the status of the  
3 invoice, and that he would call Blitz back in 15 minutes. Larry did not return Blitz's call as  
4 promised.

5           399. On or about June 5, 2006 Blitz called and asked for Larry again, but was told he  
6 was not in the office and that she could not leave a message for him.

7           400. On or about June 11, 2006, Blitz wrote a letter to BLO to complain about the  
8 failure of BLO to provide her with the proof of the debt as promised and to demand a refund of  
9 the \$96.00 charged to her Visa card, which she copied to the State Bar of California.

10          401. On or about July 11, 2006, the State Bar sent a letter to Respondent's counsel  
11 asking about BLO's handling of the Blitz matter.

12          402. On or about August 9, 2006, and only after Blitz had complained to the State Bar  
13 of California, did Respondent cause a refund to be issued to her for the \$96.00.

14          403. Each time Blitz called and spoke to someone over at Respondent's office, she was  
15 yelled at, insulted, intimidated, and treated badly. Nobody explained the source of the debt to  
16 Blitz.

17          404. By holding himself and BLO out to Blitz as entitled to practice law in the State of  
18 Arizona when in fact he was not entitled to practice law in Arizona and by providing legal  
19 services to his clients, by reviewing files and selecting specific classes of consumers which  
20 would receive dunning letters, by speaking with clients, meeting with managers, speaking with  
21 counsel, drafting and sending dunning letters to consumers in Arizona on law office letterhead  
22 containing descriptions of the applicable state law, by making telephone calls to Arizona  
23 consumer Robin Blitz indicating they were from BLO in order to settle a debt owed to a client,  
24 by attempting to negotiate and settle cases on behalf of clients, and by entering into a contingent  
25 fee agreement with his client to collect debts from consumers in the State of Arizona when  
26 Respondent was not licensed to practice law in Arizona, Respondent practiced law in a  
27 jurisdiction where practicing is in violation of the regulations of the profession in that  
28 jurisdiction.

COUNT FIFTY

Case No. 06-O-13833  
Rules of Professional Conduct, Rule 1-300(B)  
[Unauthorized Practice of Law in Another Jurisdiction-Arizona]

405. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

406. The allegations of paragraphs 1 through 31 and 387 are incorporated by reference.

407. In April 2006, Tregre began receiving automated phone messages on her home phone in Arizona from BLO asking her to call back regarding "a personal legal matter." Tregre continued to receive at least two to three automated phone messages per week until at least August 19, 2006.

408. In April 2006, Tregre phoned 1-800-793-2350, which is the number the automated message left for her to call. Tregre did not reach a person, but reached an automated answering service. Tregre also tried 1-800-919-2305, which is the number that the calls were coming from, but was unable to speak to a live person.

409. Thereafter, Tregre went on-line in an effort to try to find a phone number and address for BLO so she could actually speak to a person. Tregre discovered there were a number of consumer complaints against Respondent and BLO. While on-line, Tregre found an address and phone number for BLO in Los Angeles at 9465 Wilshire Blvd, Beverly Hills, CA 90212, Phone number (310)273-4580 and fax number (310)888-1848.

410. Tregre tried numerous times to get through to someone at the (310)273-4580 phone number and was finally able to speak to a woman representative during lunch time. Tregre asked why BLO had called and what debt BLO was calling about, but the woman who she spoke to did not answer her questions. She asked Tregre for her address and phone number. Tregre told her BLO should already have that information as BLO had called her. The representative then asked for Tregre's employment information. Tregre declined to provide the information. The BLO representative advised Tregre that she would not answer any questions unless Tregre answered her questions. Tregre refused to answer her and hung up.

1           411.   Tregre and her husband do not owe any debts other than their home and vehicles.  
2 Her husband's ex-wife and daughter do have debts and his ex-wife has several judgements  
3 against her, including convictions for writing bad checks, but my husband is cleared from those  
4 debts in the final divorce decree from 1998.

5           412.   On July 27, 2006, Tregre sent BLO a letter advising them of her rights under the  
6 FDCPA to the Los Angeles address, but it was returned with no forwarding address on August  
7 10, 2006.

8           413.   On July 28, 2006, Tregre faxed a copy of the same letter to the fax number at the  
9 Los Angeles address, but she does not believe the fax went through.

10          414.   On July 27, 2006, Tregre also filed a complaint against Respondent with the  
11 Arizona Attorney General's Office, and forwarded same to the State Bar of California.

12          415.   By holding himself and BLO out to Tregre as entitled to practice law in the State  
13 of Arizona when in fact he was not entitled to practice law in Arizona and by providing legal  
14 services to his clients, by reviewing files and selecting specific classes of consumers which  
15 would receive dunning letters, by speaking with clients, meeting with managers, speaking with  
16 counsel, drafting and sending dunning letters to consumers in Arizona on law office letterhead  
17 containing descriptions of the applicable state law, by making telephone calls to Arizona  
18 consumer Tregre indicating they were from BLO in order to settle a debt owed to a client, by  
19 attempting to negotiate and settle cases on behalf of clients, and by entering into a contingent fee  
20 agreement with his client to collect debts from consumers in the State of Arizona when  
21 Respondent was not licensed to practice law in Arizona, Respondent practiced law in a  
22 jurisdiction where practicing is in violation of the regulations of the profession in that  
23 jurisdiction.

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1 COUNT FIFTY-ONE

2 Case No. 07-O-10916

3 Rules of Professional Conduct, Rule 1-300(B)

4 [Unauthorized Practice of Law in Another Jurisdiction-Arizona]

5 416. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by  
6 practicing law in a jurisdiction where practicing is in violation of the regulations of the  
7 profession in that jurisdiction, as follows:

8 417. The allegations of paragraphs 1 through 31 and 387 are incorporated by reference.

9 418. On or about September 14, 2006, Arizona consumer Elizabeth Rice ("Rice")  
10 received a dunning letter from BLO, which was addressed to Elizabeth Grice. The letter falsely  
11 represented it was from a law firm with an attorney licensed to practice law in Arizona. The  
12 letter sought to collect a debt in the amount of \$881.00 allegedly owed to Shumaker Med. Corp.  
13 of Al.

14 419. On or about October 2, 2006, Rice sent a letter to BLO stating she did not owe the  
15 debt and that her name was Elizabeth Rice, and not Elizabeth Grice.

16 420. On or about October 11, 2006, Rice received another dunning letter from BLO's  
17 client NCO -Financial Systems seeking to collect the same debt.

18 421. By holding himself and BLO out to Rice as entitled to practice law in the State of  
19 Arizona when in fact he was not entitled to practice law in Arizona and by providing legal  
20 services to his clients, by reviewing files and selecting specific classes of consumers which  
21 would receive dunning letters, by speaking with clients, meeting with managers, speaking with  
22 counsel, drafting and sending dunning letters to consumers in Arizona, including by way of  
23 example, Rice, on law office letterhead containing descriptions of the applicable state law, by  
24 attempting to negotiate and settle cases on behalf of clients, and by entering into a contingent fee  
25 agreement with his client to collect debts from consumers in the State of Arizona when  
26 Respondent was not licensed to practice law in Arizona, Respondent practiced law in a  
27 jurisdiction where practicing is in violation of the regulations of the profession in that  
28 jurisdiction.

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1 COUNT FIFTY-TWO

2 Case Nos. 06-O-12915, 06-O-13833 and 07-O-10916  
3 Business and Professions Code, section 6106  
[Moral Turpitude-Misrepresentation]

4 422. Respondent wilfully violated Business and Professions Code, section 6106, by  
5 committing an act involving moral turpitude, dishonesty or corruption, as follows:

6 423. The allegations of paragraphs 1 through 31, 387 through 403, 407 through 414  
7 and 418 through 420 are incorporated by reference.

8 424. By contacting Blitz, Tregre and Rice by letter and by telephone and using the  
9 name BLO to collect a debt and by charging his client to collect money from Arizona consumers  
10 using his law firm letterhead, Respondent falsely represented that he was entitled to practice law  
11 in the State of Arizona when he knew he was not so entitled. Respondent thereby committed an  
12 act involving moral turpitude, dishonesty or corruption.

13 COUNT FIFTY-THREE

14 Case No. 06-O-13753  
15 Rules of Professional Conduct, Rule 1-300(B)  
[Unauthorized Practice of Law in Another Jurisdiction-Maryland]

16 425. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by  
17 practicing law in a jurisdiction where practicing is in violation of the regulations of the  
18 profession in that jurisdiction, as follows:

19 426. The allegations of paragraphs 1 through 31 are incorporated by reference.

20 427. Respondent was not licensed as an attorney in Maryland at all relevant times and  
21 had actual knowledge that he was not licensed and was not otherwise entitled to practice law in  
22 Maryland.

23 428. In April 2006, Maryland residents Vicki and Scott Forman ("the Formans") began  
24 receiving automated phone messages from BLO claiming that this was a personal business  
25 matter and then give a reference number, but never actually stating who they were trying to  
26 reach nor why. The Formans live in the state of Maryland and have received calls at their home  
27 in Maryland, but they have never received any correspondence from BLO.

1           429.   The Formans received the following calls from BLO between May 2006 and  
2 August 2006.

3	May 18, 2006	5:33 p.m.
4	June 12, 2006	1:33 p.m.
5	June 13, 2006	10:49 a.m.
6	July 6, 2006	2:08 p.m.
7	July 12, 2006	6:44 p.m.
8	July 14, 2006	3:59 p.m.
9	July 17, 2006	3:52 p.m.
10	July 21, 2006	9:45 a.m.
11	July 27, 2006	8:25 p.m.
12	July 31, 2006	11:18 a.m.
13	August 3, 2006	9:45 a.m.
14	August 14, 2006	12:03 p.m.
15	August 21, 2006	12:27 p.m.

16           430.   By contacting the Formans by telephone from May 2006 to the present, and by  
17 using the name BLO to collect a debt, Respondent wilfully held himself and BLO out as entitled  
18 to practice law in the state of Maryland in violation of rule 16-8-12 of the Maryland Rules and  
19 Rule 5.5 of the Maryland Rules of Professional Conduct.

20           431.   Rule 5.5 of the Maryland Rules of Professional Conduct prohibits a lawyer who is  
21 not admitted in Maryland from establishing a law office or other systematic continuous presence  
22 in Maryland absent certain exceptions not applicable here, and which prohibits the lawyer from  
23 holding himself out as entitled to practice law in Maryland.

24           432.   By holding himself and BLO out to the Formans as entitled to practice law in  
25 Maryland, Respondent practiced law in a jurisdiction where practicing is in violation of the  
26 regulations of the profession in that jurisdiction.

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1 COUNT FIFTY-FOUR

2 Case No. 05-O-02165  
3 Rules of Professional Conduct, Rule 1-300(B)  
4 [Unauthorized Practice of Law in Another Jurisdiction-Maryland]

5 433. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by  
6 practicing law in a jurisdiction where practicing is in violation of the regulations of the  
7 profession in that jurisdiction, as follows:

8 434. The allegations of paragraphs 1 through 31, 427 and 431 are incorporated by  
9 reference.

10 435. On or about November 25, 2005, Respondent caused a computer-generated letter  
11 on letterhead associated with "Boyajian Law Offices, A California Professional Corporation,  
12 Attorneys at Law" to be sent to Crystal Gibson (aka Crystal Edwards ("Gibson")) at 515 Axehead  
13 Ct., Randallstown, MD 21133-2602 seeking to collect a consumer debt allegedly owed by  
14 Gibson to "Emcare-Randall Emergencyp (sic)," which was purchased by, "InoVision MedCLR-  
15 NCOP, F, LLC," in the amount of \$120.00. The letter represented the address for BLO as 201  
16 Route 17 North, 5<sup>th</sup> Floor, Rutherford, NJ 07070-2574.

17 436. The letter contained a computer-generated signature block, which stated, "Very  
18 truly yours, Boyajian Law Offices, P.C, Attorneys at Law,"but failed to identify any specific  
19 attorney by name who had sent the letter. The letter failed to list the date of the debt. The letter  
20 also represented that BLO had an office location at "Belair, MD" without referencing any  
21 address for said office.

22 437. By holding himself and BLO out to Gibson as entitled to practice law in  
23 Maryland, Respondent practiced law in a jurisdiction where practicing is in violation of the  
24 regulations of the profession in that jurisdiction.

25 COUNT FIFTY-FIVE

26 Case No. 05-O-02165  
27 Business and Professions Code, section 6106  
28 [Moral Turpitude-Misrepresentations]

438. Respondent wilfully violated Business and Professions Code, section 6106, by  
committing an act involving moral turpitude, dishonesty or corruption, as follows:

1           439. The allegations of paragraphs 1 through 31 are incorporated by reference.

2           440. On December 6, 2005, Thomas Mael ("Mael") obtained a judgment in the amount  
3 of \$61,000 against defendant JBC & Associates, P.C. for violations of the federal FDCPA and  
4 various Maryland debt collection statutes in the class action case entitled *Thomas Mael v. JBC*  
5 *Legal Group, P.C.*, Frederick County Maryland Circuit Court Case No. 10-C-04-002897. The  
6 Court found that JBC & Associates P.C.:

7           1) was not licensed to act as a debt collector in the state of Maryland, which is required  
8 by Maryland Business Regulation, section 7-301;

9           2) collected fees based upon false representations;

10          3) claimed, attempted or threatened to assert rights which it did not have in violation of  
11 the Maryland Consumer Debt Collection Act, section 14-202 et. seq. of the Maryland  
12 Commercial Law Article ("MCDCA");

13          4) JBC's violation of the MCDCA constituted an unfair or deceptive trade practice  
14 violation under the Maryland Consumer Protection Act, section 13-301 et. seq. of the Maryland  
15 Commercial Law Article ("MCPA").

16 Mael obtained a judgment against JBC & Associates P.C. for collecting money based, in part,  
17 upon false representations in JBC's professional capacity.

18          441. Respondent had actual knowledge of the judgment when it was issued on  
19 December 6, 2006. Respondent failed to report the judgment Mael obtained against JBC &  
20 Associates, P.C. to the State Bar within 30 days. JBC & Associates, P.C. could only act through  
21 Respondent, who is it's sole officer, director and shareholder. Therefore, Respondent had a duty  
22 to report the judgment.

23          442. The court also found that there were 5,808 similarly situated individuals in the  
24 state of Maryland to Mael.

25          443. By collecting fees based upon false representations to Mael and other Maryland  
26 consumers, Respondent wilfully committed an act involving moral turpitude, dishonesty or  
27 corruption.

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1 COUNT FIFTY-SIX

2 Case No. 05-O-02165  
3 Business and Professions Code, section 6068(o)(2)  
4 [Failure to Report Judgment]

5 444. Respondent wilfully violated Business and Professions Code, section 6068(o)(2),  
6 by failing to report to the agency charged with attorney discipline, in writing, within 30 days of  
7 the time Respondent had knowledge of the entry of judgment against Respondent in any civil  
8 action for fraud, misrepresentation, breach of fiduciary duty, or gross negligence committed in a  
9 professional capacity, as follows:

10 445. The allegations of paragraphs 1 through 31 and 440 through 442 are incorporated  
11 by reference.

12 446. Respondent wilfully violated Business and Professions Code § 6068(o)(2), by  
13 failing to report to the agency charged with attorney discipline, in writing, within 30 days of the  
14 time Respondent and JBC & Associates P.C. had knowledge of the entry of judgment against  
15 JBC & Associates P.C. in the Mael case, which was a civil action for fraud, misrepresentation,  
16 breach of fiduciary duty, or gross negligence committed in a professional capacity.

17 COUNT FIFTY-SEVEN

18 Case No. 05-O-02165  
19 Business and Professions Code, section 6068(a)  
20 [Failure to Comply With Laws]

21 447. Respondent wilfully violated Business and Professions Code, section 6068(a), by  
22 failing to support the Constitution and laws of the United States and of this state, as follows:

23 448. The allegations of paragraphs 1 through 31 and 440 through 442 are incorporated  
24 by reference.

25 449. By seeking to collect debts in Maryland when JBC & Associates P.C. was not  
26 licensed to act as a debt collector in the state of Maryland in violation of Maryland Business  
27 Regulation, section 7-301, Respondent wilfully failed to uphold the laws of the United States.

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COUNT FIFTY-EIGHT

Case No. 05-O-02165  
Business and Professions Code, section 6068(o)(1)  
[Failure to Report Lawsuits]

450. Respondent wilfully violated Business and Professions Code, section 6068(o)(1), by failing to report to the agency charged with attorney discipline, in writing, within 30 days of the time Respondent had knowledge of the filing of three or more lawsuits in a 12-month period against Respondent for malpractice or other wrongful conduct committed in a professional capacity, as follows:

451. The allegations of paragraphs 1 through 31 are incorporated by reference.

452. On or about May 18, 2006 the New Jersey Office of Attorney Ethics May 18, 2006 alleging that Respondent and the JBC entities engaged in the unauthorized practice of law in violation of rule 5.5(a)(1) of the New Jersey Rules of Professional Conduct.

453. On or about June 21, 2006, the New York Attorney General's office filed an action alleging hundreds of FDCPA violations, including misrepresentations by Respondent and his law firms.

454. On or about September 6, 2006, the Connecticut Attorney General's office filed a lawsuit alleging multiple FDCPA violations, including violations of an earlier consent decree by Respondent and his law firms and by violating the settlement agreement with the Connecticut Banking Department.

455. Respondent failed to report to the State Bar the filing of the three lawsuits against him within a 12-month period within 30 days of the time Respondent had knowledge of the filing of said lawsuits. Respondent had actual notice of the lawsuits at the time they were filed.

456. By failing to report the filing of the three lawsuits within 30 days of the time Respondent had knowledge of the filing of said lawsuits, Respondent wilfully violated Business and Professions Code, section 6068(o)(1).

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COUNT FIFTY-NINE

Case No. 05-O-02165

Rules of Professional Conduct, Rule 1-300(B)

[Unauthorized Practice of Law in Another Jurisdiction-New Jersey]

457. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

458. The allegations of paragraphs 1 through 31 and 452 are incorporated by reference.

459. At all relevant times herein, the principal place of business for each of the JBC entities was in the state of New Jersey.

460. Respondent has never been licensed to practice law in New Jersey and he has had actual knowledge that he was not licensed and was not otherwise entitled to practice law in New Jersey at all relevant times alleged herein.

461. New Jersey Statutes section 2C:21-22 entitled "Unauthorized Practice of Law," provides in relevant part:

a. A person is guilty of a disorderly persons offense if the person knowingly engages in the unauthorized practice of law.

b. A person is guilty of the crime of the fourth degree if the person knowingly engages in the practice of law and [¶] (1) Creates or reinforces a false impression that the person is licensed to engage in the practice of law....

462. Rule 5.5 of the New Jersey Rules of Professional Conduct provides in relevant part:

(a) A lawyer shall not: [¶] (1) practice law in a jurisdiction where doing so violates the regulation of the legal profession in that jurisdiction; ...[¶] ...[¶] (4) [shall not] hold himself or herself out as being admitted to practice in this jurisdiction.

463. Respondent violated New Jersey Statutes section 2C:21-22 and Rule 5.5 of the New Jersey Rules of Professional Conduct by the conduct described below.

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1           464. As the principal attorney for each of the JBC entities, Respondent provided legal  
2 services to his clients, including but not limited to reviewing files and selecting which classes of  
3 consumers would receive dunning letters, speaking with clients, meeting with managers,  
4 speaking with counsel, drafting and sending dunning letters to consumers throughout the country  
5 on law office letterhead containing descriptions of the applicable state law, and attempting to  
6 negotiate and settle cases on behalf of clients. Respondent entered into attorney's fee agreements  
7 with clients whereby he charged his clients contingent fees whereby the clients would pay his  
8 law firms a percentage of the recovery they obtained.

9           465. Beginning in or about 2003 and continuing through in or about May 2007, the  
10 New Jersey Attorney General's Office, Division of Consumer Affairs received approximately  
11 508 complaints from consumers about Respondent's debt collection practices during the last four  
12 years, at least 65 of which were from New Jersey residents who had been subjected to  
13 Respondent's debt collection efforts.

14           466. Respondent caused computer-generated dunning letters on law office letterhead  
15 from JBC & Associates, P.C. to be sent to the following New Jersey consumers on the following  
16 dates:

<u>DATE</u>	<u>NEW JERSEY RESIDENT</u>
1-10-03	C.A. Hegal
4-2-03	Debra A. Keelan
7-8-03	Michael Dimsey
7-21-03	Jane L. Cotton
8-5-03	Paul Smith
8-12-03	Edna R. Birch
8-22-03	Edna R. Birch
10-24-03	William Witz

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Each of these letters were on legal letterhead from JBC & Associates, P.C. and closed with “Very truly yours, JBC & Associates, P.C. *Attorneys at Law*.” None of these letters identified any specific attorney by name as the author of the letter. Each of the letters listed a New Jersey address, a toll-free 800 number and a New Jersey fax number as the only contact information.

467. Respondent caused computer-generated dunning letters on law office letterhead from JBC Legal Group, P.C. to be sent to the following New Jersey consumers on the following dates:

<u>DATE</u>	<u>NEW JERSEY RESIDENT</u>
1-2-04	Tiauna Hutchins
1-14-04	Maria Heritier
1-15-04	Maritza M. Ortiz
1-21-04	Paola Fernandez
3-19-04	Elizabeth Emmons
3-29-04	Maria Dalessio
4-15-04	Maria Marshall
4-29-04	Elizabeth Emmons
5-27-04	Jennifer L. Davis
6-2-04	Lewis Freilich
7-17-04	William Dancer
8-30-04	Paola Fernandez
8-31-04	Paola Fernandez
9-17-04	Maria Marshall

Each of these letters were on legal letterhead from JBC Legal Group, P.C. and closed with “Very truly yours, JBC Legal Group, P.C. *Attorneys at Law*.” None of these letters identified any specific attorney by name as the author of the letter. Each of the letters listed a New Jersey address, a toll-free 800 number and a New Jersey fax number as the only contact information.

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468. Respondent caused computer-generated dunning letters on law office letterhead from BLO to be sent to the following New Jersey consumers on the following dates:

<u>DATE</u>	<u>NEW JERSEY RESIDENT</u>
2-1-05	Jose A. Montalvo
2-1-05	Daniel Larocca
3-17-05	Daniel Larocca
5-21-05	James Coyne
5-27-05	Judith Yablonka
7-21-05	Stanton Levine
7-27-05	Kelli Geary (aka Kelli Engstrom)
7-28-05	Frederick Hermes
9-15-05	John J. Deffler
9-21-05	Antoinette Cancelli
9-27-05	Sheldon MD (sic) Fox
9-28-05	Antoinette Cancelli
11-8-05	William Maher
5-15-06	Daniel Albanese
7-24-06	Joseph Garcia
8-14-06	Brian Rynerson

Each of these letters were on legal letterhead from "Boyajian Law Offices, A California Professional Corporation, Attorneys at Law" and listed an address in Rutherford, New Jersey. Each of these letters contained a computer-generated signature block, which stated, "Very truly yours, Boyajian Law Offices, P.C, *Attorneys at Law*," but failed to identify any specific attorney by name who had sent the letter. Each of these letters contained columns flanking the title that list "Office Locations" in several states, but without addresses.

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1           469. By way of example, on or about September 17, 2004, Respondent caused a  
2 dunning letter to be sent to New Jersey consumer Maria Marshall. The letter was on legal  
3 letterhead from JBC Legal Group, P.C. and closed with "Very truly yours, JBC Legal Group,  
4 P.C. *Attorneys at Law*." The letter did not identify any specific attorney by name as the author of  
5 the letter. The letter listed a New Jersey address, a toll-free 800 number and a New Jersey fax  
6 number as the only contact information. The letter stated:

7           **Warning:** You may be sued if you do not make payment of the amount shown on  
8 the notice within 35 days after the date this notice was received....[¶] Pursuant to  
9 New Jersey Statutes Annotated Sections 2A:32A-1, if you do not make payment  
10 within 35 days after this notice is received, you may be sued to recovered [sic]  
11 payment. If a judgment is rendered against you in court, it may not only include  
12 the amount for each check specified herein, but also liquidated damages equal to  
13 triple the amount of each check...plus mailing costs, court costs and attorney's  
14 fees.

15           470. By way of example, on or about October 24, 2003, Respondent caused a dunning  
16 letter to be sent to New Jersey consumer William Witz. The letter was on legal letterhead from  
17 JBC & Associates, P.C. and closed with "Very truly yours, JBC & Associates, P.C. *Attorneys at*  
18 *Law*." The letter did not identify any specific attorney by name as the author of the letter. The  
19 letter listed a New Jersey address, a toll-free 800 number and a New Jersey fax number as the  
20 only contact information. The letter stated:

21           You have obviously chosen to ignore our previous communication demanding  
22 that you make restitution on and NSF check(s) written to the above-referenced  
23 retailer. Our client(s) may now assume that you delivered the check(s) with the  
24 intent to defraud, and may proceed with allowable remedies.

25           Since you have not tendered payment for the full amount of the check(s) and  
26 service charge(s) within the 35 days provided, pursuant to New Jersey Statutes  
27 Annotated Sections 2A:32A-1, you may be subject to statutory penalties....

28           You may wish to settle this matter before we seek appropriate relief before a  
court of proper jurisdiction by a qualified attorney by remitting payment to our  
offices.

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1           471. By way of example, on or about January 21, 2004, Respondent caused a dunning  
2 letter to be sent to New Jersey consumer William Witz. The letter was on legal letterhead from  
3 JBC Legal Group, P.C. and closed with "Very truly yours, JBC Legal Group, P.C. *Attorneys at*  
4 *Law.*" The letter did not identify any specific attorney by name as the author of the letter. The  
5 letter listed a New Jersey address, a toll-free 800 number and a New Jersey fax number as the  
6 only contact information. The letter stated:

7           It is unfortunate that you have refused our offer to voluntarily make restitution for  
8 the above-referenced "returned" check(s) you wrote to our client(s)....[¶] Unless  
9 we receive immediate payment or sufficient documentation that relieves you of  
this obligation, we reserve the right to seek authorization to proceed with civil or  
criminal action....[¶] Be guided accordingly.

10           472. By way of example, on or about July 27, 2005, Respondent caused a dunning  
11 letter to be sent to New Jersey consumer Kelli Geary on BLO letterhead. The letter was on legal  
12 letterhead from "Boyajian Law Offices, A California Professional Corporation, Attorneys at  
13 Law" and listed an address in Rutherford, New Jersey. The letter contained a computer-  
14 generated signature block, which stated, "Very truly yours, Boyajian Law Offices, P.C.,  
15 *Attorneys at Law,*" but failed to identify any specific attorney by name who had sent the letter.  
16 The letter stated:

17           You have obviously chosen to ignore our previous communication demanding  
18 that you resolve the outstanding indebtedness to Consolidated Edison of NY [sic]  
for utility services delivered and for which payment has not been made....

19           Your failure to contact this office and make proper payment arrangements leaves  
20 us no choice but to proceed with advising our client that further action against you  
is warranted. Rest assured that we will do all that is allowable under your state's  
21 laws to protect our client's interests. Therefore, unless we receive immediate  
payment of \$101.48 we reserve the right, on behalf of our client, to seek all  
22 remedies available to ensure payment....[¶] Be guided accordingly.

23           473. By sending dunning letters to New Jersey consumers on law office letterhead  
24 which indicated the principal place of business for each of his law corporations was in New  
25 Jersey, by sending the dunning letters with computer-generated facsimile signatures, which only  
26 identified the law firm, but no specific attorney, by sending out dunning letters which contained  
27 statements as to the law in New Jersey, by sending letters threatening legal consequences, and by  
28 attempting to negotiate and settle cases on behalf of clients, Respondent practiced law in a

1 jurisdiction where practicing is in violation of the regulations of the profession in that  
2 jurisdiction.

3 COUNT SIXTY

4 Case No. 05-O-02165  
5 Business and Professions Code, section 6106  
6 [Moral Turpitude]

7 474. Respondent wilfully violated Business and Professions Code, section 6106, by  
8 committing an act involving moral turpitude, dishonesty or corruption, as follows:

9 475. The allegations of paragraphs 1 through 31 and 459 through 472 are incorporated  
10 by reference.

11 476. By sending dunning letters to New Jersey consumers on his law firm letterhead,  
12 which falsely represented and implied he was entitled to practice law in New Jersey when in fact  
13 Respondent knew he was not entitled to practice law in New Jersey, Respondent committed an  
14 act involving moral turpitude, dishonesty or corruption.

15 COUNT SIXTY-ONE

16 Case No. 05-O-02165  
17 Business and Professions Code, section 6068(a)  
18 [Failure to Comply With Laws]

19 477. Respondent wilfully violated Business and Professions Code, section 6068(a), by  
20 failing to support the Constitution and laws of the United States and of this state, as follows:

21 478. The allegations of paragraphs 1 through 31 are incorporated by reference.

22 479. On or about October 13, 2004, New York attorney Brian Bromberg ("Bromberg")  
23 filed a class action lawsuit against Respondent, JBC & Associates, P.C. and JBC Legal Group,  
24 P.C. and Brandon alleging FDCPA violations in the case entitled *Kimberly Larsen v. JBC Legal*  
25 *Group, P.C., et. al.* U.S. District Court (E.D.N.Y.) Case No. 04-04409. Respondent and the JBC  
26 entities caused dunning letters to be sent to approximately 5,669 New York consumers between  
27 October 2003 and October 2004, which were materially identical to the letter sent to Kimberly  
28 Larsen, which is discussed below.

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1           480. On or about June 21, 2006, after having received 103 complaints, the Attorney  
2 General of the State of New York filed a lawsuit against JBC & Associates, PC, JBC Legal  
3 Group PC, BLO and Respondent seeking, among other things, injunctive relief due to illegal  
4 debt collection activities in violation of the FDCPA and New York state law re debt collection  
5 practices.

6           481. In his dunning letters sent to New York consumers on law firm letterhead from  
7 the JBC entities, including by way of example, Kimberly Larsen, Anthony Zajac, Respondent  
8 threatened to sue them for time-barred debts in violation of 15 U.S.C. § 1692e(5).

9           482. Under the applicable New York law (N.Y. C.P.L.R. 213), the statute of  
10 limitations for an action to recover upon a fraudulent check is six years from the date the check  
11 was issued.

12           483. Respondent caused a dunning letter to be sent to Kimberly Larsen on October 24,  
13 2003 seeking to collect a debt on behalf of his client ORM on a returned check issued on April  
14 14, 1993, more than ten years earlier, which was beyond the applicable ten year statute of  
15 limitations, which expired on April 14, 1999.

16           484. The letter was on law office letterhead associated with "JBC Legal Group, P.C.,  
17 Attorneys at Law, A California Professional Corporation." Both of the letters were signed,  
18 "Very truly yours, JBC Legal Group, P.C., Attorneys at Law." The letter to Larsen stated,  
19 "**Warning:** You may be sued 30 days after the date of this notice if you do not make payment."  
20 The letter further stated, "If you do not make payment, you may be sued under New York  
21 General Obligations Law Section 11-104 to recover payment."

22           485. On August 5, 2003, Respondent caused JBC & Associates, P.C. to send New  
23 York consumer Anthony Zajac ("Zajac") a collection letter stating he was financially responsible  
24 for three (3) checks that had been written in 1996 and made payable to Darylls Electronics  
25 ("Darylls"). The total amount of the checks was \$1,057.63 and the letter instructed Zajac to  
26 remit that amount to JBC .

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486. The August 5, 2003 letter threatened litigation on a time-barred debt as the statute of limitations in New York to file a civil claim on a dishonored check is six years. The letter stated, “**Warning:** You may be sued 30 days after the date of this notice if you do not make payment.” The letter further stated, “If you do not make payment, you may be sued under New York General Obligations Law Section 11-104 to recover payment.”

487. By threatening to sue New York consumers, including by way of example, Larsen and Zajac, on time-barred debts in violation of 15 U.S.C. § 1692e(5), Respondent failed to support the Constitution and laws of the United States and of this state.

COUNT SIXTY-TWO

Case No. 05-O-02165  
Business and Professions Code, section 6068(a)  
[Failure to Comply With Laws]

488. Respondent wilfully violated Business and Professions Code, section 6068(a), by failing to support the Constitution and laws of the United States and of this state, as follows:

489. The allegations of paragraphs 1 through 31 and 479 through 480 are incorporated by reference.

490. Holly Nightengale (“Nightengale”) received a debt collection letter from BLO.

491. On April 4, 2005, at Nightengale's direction, her attorney W. Richard Nellis II ("Nellis") wrote a letter to the BLO stating that Nightengale had retained him as counsel regarding an alleged debt collection matter involving Verizon. The letter also disputed the debt and requested verification of the debt.

492. On April 20, 2005, BLO left a phone message on Nightengale's telephone regarding the debt.

493. Respondent wilfully violated 15 U.S.C. § 1692c, which prohibits a debt collector from contacting a debtor who the debt collector knows is represented by an attorney, by contacting Nightengale when they knew Nightengale was represented by an attorney. By violating 15 U.S.C. § 1692c as to New York consumer Nightengale, Respondent failed to uphold the laws of the United States.

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494. By violating 15 U.S.C. § 1692g(b) and 15 U.S.C. § 1692c, Respondent wilfully failed to uphold the Constitution and laws of the United States.

COUNT SIXTY-THREE

Case No. 05-O-02165  
Rules of Professional Conduct, Rule 2-100(A)  
[Communication With a Represented Party]

495. Respondent wilfully violated Rules of Professional Conduct, rule 2-100(A), by representing a client and communicating about the subject of that representation with a party Respondent knew was represented by another lawyer without the consent of that lawyer, as follows:

496. The allegations of paragraphs 1 through 31, 479 through 480 and 490 through 493 are incorporated by reference.

497. Respondent violated rule 2-100(A) of the Rules of Professional Conduct by contacting Nightengale about the subject of her alleged debt, when he knew Nightengale was represented by attorney Nellis.

COUNT SIXTY-FOUR

Case No. 05-O-02165  
Business and Professions Code, section 6068(a)  
[Failure to Comply With Laws]

498. Respondent wilfully violated Business and Professions Code, section 6068(a), by failing to support the Constitution and laws of the United States and of this state, as follows:

499. The allegations of paragraphs 1 through 31 and 479 through 480 are incorporated by reference.

500. On August 5, 2003, Respondent caused JBC & Associates, P.C. to send New York consumer Anthony Zajac (“Zajac”) a collection letter stating he was financially responsible for three (3) checks that had been written in 1996 and made payable to Darylls Electronics (“Darylls”). The total amount of the checks was \$1,057.63 and the letter instructed Zajac to remit that amount to JBC .

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1           501.    The August 5, 2003 letter threatened litigation on a time-barred debt as the statute  
2 of limitations in New York to file a civil claim on a dishonored check is six years. The letter  
3 also falsely represented and implied that it was being sent by an attorney who had actually  
4 reviewed the claim against Zajac. In fact, no attorney conducted any meaningful review of the  
5 debt or the letter.

6           502.    On August 12, 2003, a merchant purchase submitted by JBC was applied to  
7 Zajac's debit card in the amount of \$1,057.63 to satisfy the returned checks from Darylls.

8           503.    After submitting the payment to JBC for the returned checks, Zajac discovered  
9 that the financial responsibility to provide payment for these returned checks actually belonged  
10 to his son, Anthony C. Zajac, Jr. ("Tony").

11          504.    On October 2, 2003, Zajac wrote a letter to Annette Williams ("Williams"), a  
12 supervisor at JBC, disputing the dishonored checks for Darylls because he was not the  
13 responsible party. Zajac requested a full refund of the \$1,057.63 payment because Tony was  
14 responsible for the debt. Zajac informed Williams that driver's license no. 451921714 belonged  
15 to Tony and stated to her that this information could easily be verified. Zajac also stated in the  
16 letter that Tony was over 21 years of age, an adult, and is liable for his own debts. Zajac  
17 requested the matter be resolved as soon as possible or he would contact the Attorney General's  
18 office.

19          505.    Zajac had also requested a receipt for the \$1,057.63 payment from the person  
20 handling this matter for JBC, who identified herself as Christina, and none was provided. When  
21 Zajac had conversations with Christina, her behavior towards him was very rude and  
22 uncooperative. Christina threatened that an arrest warrant would be issued against Zajac, unless  
23 he provided payment for the returned checks.

24          506.    On October 27, 2003, Zajac wrote a second letter to Williams and again requested  
25 a full refund of the \$1,057.63 payment. Zajac reiterated the facts stated in the first letter  
26 including the fact that he never held an account at Discover Bank, which is the bank the checks  
27 were drawn on. JBC received this letter, but did not respond.

28    ///

507. On November 17, 2003, Zajac filed a complaint with the New York Attorney General's Office against JBC requesting a refund of the \$1,057.63 because he had been unsuccessful in securing the refund from JBC .

508. Only after Zajac filed his complaint with the Attorney General's Office, did JBC respond to the Attorney General's Office with a November 25, 2003 letter. In the letter, JBC stated Zajac's matter had been reviewed and a decision had been made to supply Zajac with a refund. The letter concluded with an apology from JBC for any inconvenience Zajac may have suffered. Thereafter, Zajac did receive the refund for the full amount from JBC.

509. By threatening that an arrest warrant would be issued against Zajac, unless he provided payment for the returned checks, Respondent violated 15 U.S.C. §1692e(7), which prohibits a debt collector from falsely representing or implying that the consumer committed any crime or other conduct in order to disgrace the consumer. Respondent thereby wilfully failed to uphold the laws of the United States.

COUNT SIXTY-FIVE

Case No. 05-O-02165  
Business and Professions Code, section 6106  
[Moral Turpitude]

510. Respondent wilfully violated Business and Professions Code, section 6106, by committing an act involving moral turpitude, dishonesty or corruption, as follows:

511. The allegations of paragraphs 1 through 31, 479 through 480 and 500 through 508 are incorporated by reference.

512. By threatening that an arrest warrant would be issued against Zajac, unless he provided payment for the returned checks, Respondent committed an act involving moral turpitude, dishonesty or corruption.

COUNT SIXTY-SIX

Case No. 05-O-02165  
Business and Professions Code, section 6106  
[Moral Turpitude]

513. Respondent wilfully violated Business and Professions Code, section 6106, by committing an act involving moral turpitude, dishonesty or corruption, as follows:



1           514. The allegations of paragraphs 1 through 31 and 479 through 480 are incorporated  
2 by reference.

3           515. In January 2004, Lola Towsley ("Towsley") received a telephone message left on  
4 her answering machine for her to call 1-800-241-1510 and stating that the telephone call was  
5 important. Towsley returned the telephone call, and a female representative told Towsley she  
6 was from JBC Legal Group, P.C., and that Towsely had written a check dated May 11, 1999,  
7 check no. 115, made payable to Ames, in the amount of \$421.58 that had been returned due to  
8 insufficient funds and had never been honored. Towsely disputed the debt and the JBC  
9 representative abruptly terminated the telephone call.

10          516. On January 19, 2004, Towsley received another telephone call from a  
11 representative of JBC Legal Group, P.C. who identified herself as Ms. Sommers ("Sommers") at  
12 1-888-806-1002. Sommers stated she was calling regarding a check dated May 11, 1999, check  
13 no. 115, made payable to Ames, in the amount of \$421.58. Sommers told Towsley she had three  
14 days to pay the \$421.58 by Thursday, January 22, 2004, or a judgment taken against her, she  
15 would have to appear in court and this action would be noted on her credit report.

16          517. Towsley offered to pay JBC the \$421.58 after she received her social security  
17 check on January 28, 2004, but Sommers' stated Towlsey's proposed payment scheduled was  
18 unacceptable and the funds must be paid by Thursday, January 22, 2004. Sommers made a  
19 suggestion that Towsley go to Western Union to wire the funds and proceeded to give Towsley  
20 the information that do a wire transaction. The instructions to do a wire transaction were too  
21 complicated for Towsley, so Sommers suggested it would be simpler for Towsley to give her a  
22 credit card number and JBC would charge the amount owed on her credit card. During this  
23 telephone call Sommers was very insistent and somewhat rude. In order to appease Sommers  
24 Towsley gave Sommers her credit card number for the purpose of charging the funds for the  
25 returned check and therefore clearing up the owed funds.

26 ///

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28 ///

518. On January 21, 2004, Sommers sent a letter to Towsley on JBC Legal Group, P.C., letterhead confirming Towsley's payment of \$421.58 on January 20, 2004, and that JBC had accepted this amount as payment in full of the previously outstanding debt. Sommers concluded the letter by stating that her account had been closed and the client (Ames) would be notified accordingly. The letter did not identify any attorney by name, nor did it identify Holly Sommers' job title. The letter did not indicate that JBC Legal Group, P.C. was a California professional corporation.

519. After the initial contact from JBC Legal Group, P.C. regarding this unpaid check, but before she paid the \$421.58, Towsley contacted her bank, Alliance, and requested proof of whether the check had been paid or not. Thereafter, Towsley learned from Alliance bank that check no. 115 in fact had in fact been returned for insufficient funds, but the correct amount of check no. 115 was for \$133.86 and not the amount of \$421.58, which was the amount supplied to her by JBC.

520. On March 9, 2004, Towsley filed a complaint against JBC with the New York Attorney General's Office requesting a refund of the difference she had paid to JBC.

521. After Towlsey filed her complaint with the Attorney General's Office, JBC Legal Group, P.C. refunded \$287.72 to Towsley.

522. By misrepresenting the amount of the returned check as being \$421.58 when it was only \$133.86, Respondent committed an act of moral turpitude, dishonesty or corruption.

COUNT SIXTY-SEVEN

Case No. 05-O-02165  
Business and Professions Code, section 6068(a)  
[Failure to Comply With Laws]

523. Respondent wilfully violated Business and Professions Code, section 6068(a), by failing to support the Constitution and laws of the United States and of this state, as follows:

524. The allegations of paragraphs 1 through 31 and 479 through 480 are incorporated by reference.

///

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1           525.    On July 21, 2005, Respondent caused BLO to send Margaret Decker ("Decker") a  
2 letter on law office letterhead seeking to collect \$218.00 Decker allegedly owed to a medical  
3 provider called Capri Emergency Physician ("Capri"). This letter advised Decker that she could  
4 provide a credit card to meet this financial obligation allegedly owed to Capri.

5           526.    The July 21, 2005 letter did not list the name of any attorneys affiliated with  
6 BLO, and closed with a computer generated facsimile signature, which only identified the letters  
7 as being from "Boyajian Law Offices, P.C."

8           527.    On August 4, 2005, Decker wrote a letter to BLO disputing the debt. In her letter,  
9 Decker stated that she had never received a bill or a telephone call from anyone regarding this  
10 alleged outstanding balance owed to Capri, and requesting documentation to verify the existence  
11 of the debt and her responsibility for it.

12           528.    On October 18, 2005, Respondent sent Decker a second letter, alleging that she  
13 was financially responsible for a debt amount of \$218.00 owed to Capri. The letter did not  
14 include verification of the debt and ignored Decker's August 4, 2005 correspondence demanding  
15 verification of the debt. The letter began with a threatening tone, falsely stating, "You have  
16 obviously chosen to ignore our previous letter....." The letter stated that if an immediate  
17 payment of \$218.00 was not received that they reserved the right to seek all remedies available  
18 to them on behalf of Capri. BLO instructed Decker that she could provide a credit card to meet  
19 the financial obligation allegedly owed Capri.

20           529.    On October 24, 2005, Decker sent a second letter to Respondent, again disputing  
21 and asking for verification of the debt. In the letter, Decker also complained that the time(s) she  
22 called BLO, no one would provide her with any verification, but they kept insisting she owed  
23 the money and she needed to provide them with a credit card number for it to be used to satisfy  
24 the unpaid balance.

25           530.    The persons who worked for BLO were rude to Decker and were not forthcoming  
26 with information to verify the debt. BLO's only response to Decker's inquiries was that the only  
27 reason Decker should be calling them was to provide them with a credit card number to satisfy  
28 this unpaid debt with Capri.

531. Only after Decker filed her complaint with the Attorney General, did she receive a response from BLO informing her that they would no longer contact her regarding the debt.

532. Respondent wilfully violated 15 U.S.C. § 1692g(b), which prohibits a debt collector from attempting to collect a debt if the consumer disputes the debt or requests verification of the debt, until the debt collector has mailed the consumer a copy of the verification of the debt. By violating 15 U.S.C. § 1692g(b) as to New York consumer Decker, Respondent failed to uphold the laws of the United States.

COUNT SIXTY -EIGHT

Case No. 05-O-02165  
Business and Professions Code, section 6106  
[Moral Turpitude-Misrepresentation]

533. Respondent wilfully violated Business and Professions Code, section 6106, by committing an act involving moral turpitude, dishonesty or corruption, as follows:

534. The allegations of paragraphs 1 through 31, 479 through 486, 490 through 493, 500 through 508, 515 through 521 and 525 through 531 are incorporated by reference.

535. At the time Respondent caused dunning letters from JBC & Associates, P.C. and JBC Legal Group, P.C. to be sent to New York consumers, including by way of example, Zajac and Larsen, Respondent and Brandon were the only attorneys employed by the law firm and the law firm listed two additional “of counsel” attorneys. Since Respondent was sending tens-of-thousands of dunning letters to consumers throughout the United States, neither Respondent nor any other licensed attorney was meaningfully involved in the sending of the letters or collection of the debts.

536. By utilizing form collection letters, including by way of example, the letters sent to Zajac, Decker and Larsen, that represent that they are from an attorney when there was no meaningful attorney involvement in reviewing the debtor's file, and by making telephone calls to New York consumers, including by way of example, Towsley and Nightengale, which indicated they were placed from a law firm, Respondent falsely represented or implied that the communications were from an attorney in violation of 15 U.S.C. § 1692(e)(3). By the foregoing, Respondent committed an act involving moral turpitude, dishonesty or corruption.

COUNT SIXTY-NINE

Case No. 05-O-02165  
Business and Professions Code, section 6106  
[Moral Turpitude-Misrepresentations]

537. Respondent wilfully violated Business and Professions Code, section 6106, by committing an act involving moral turpitude, dishonesty or corruption, as follows:

538. The allegations of paragraphs 1 through 31, 479 through 486, 490 through 493, 500 through 508, 515 through 521, 525 through 531 and 535 are incorporated by reference.

539. Respondent also falsely represented the amount of the debt owed to approximately 6,000 New York consumers between in or about October 2003 and June 2006. Respondent caused dunning letters and telephone calls to be made to consumers where he demanded an amount in excess of the face amount of the dishonored check and the \$20.00 returned check charge. New York General Obligations Law ("GOL") § 5-328 limited Respondent's legal authority to the face amount of the check and a \$20.00 return check charge. Respondent had no legal right or authority to demand and additional "statutory fees."

a. By way of example, Respondent caused a dunning letter to be sent to Kimberly Larsen on October 24, 2003 seeking to collect a debt on behalf of his client ORM on a returned check issued on April 14, 1993 in the amount of \$23.87, but the letter misrepresented that JBC Legal Group, P.C. was entitled to, "statutory penalties equal to twice the face amount of the check or Four Hundred Dollars (\$400.00) per check, whichever is less."

b. By way of example, on January 19, 2004, Lola Towsley received a follow up telephone call from a representative of JBC Legal Group, P.C. who identified herself as Ms. Sommers at 1-888-806-1002. Sommers stated she was calling regarding a check dated May 11, 1999, check no. 115, made payable to Ames, in the amount of \$421.58. Sommers told Towsley she had three days to pay the \$421.58 by Thursday, January 22, 2004, or a judgment taken against her, she would have to appear in court and this action would be noted on her credit report. The face amount of the check was only \$133.86.

1 Nevertheless, in follow-up dunning letters and telephone calls to the consumer who has not  
2 responded to the initial letter or collection efforts, Respondent demands an amount in excess of  
3 the face amount, typically double the amount of the check, plus the \$20 return check charge,  
4 together with a threat to seek "appropriate relief before a court of proper jurisdiction" if the  
5 alleged debt is not paid in full. All told, Respondent has collected approximately \$457,094.00 in  
6 unlawful excess amounts from more than 6,000 New York consumers.

7 540. Respondent intentionally, recklessly or with gross negligence falsely represented  
8 the amount of the debt to approximately 6,000 New York consumers and collected  
9 approximately \$457,094.00 in unlawful excess amounts from New York consumers, including  
10 by way of example, Larsen and Towsley. Respondent thereby committed an act involving  
11 moral turpitude, dishonesty or corruption.

12 COUNT SEVENTY

13 Case No. 05-O-02165  
14 Business and Professions Code, section 6068(o)(2)  
[Failure to Report Judgment]

15 541. Respondent wilfully violated Business and Professions Code, section 6068(o)(2),  
16 by failing to report to the agency charged with attorney discipline, in writing, within 30 days of  
17 the time Respondent had knowledge of the entry of judgment against Respondent in any civil  
18 action for fraud, misrepresentation, breach of fiduciary duty, or gross negligence committed in a  
19 professional capacity, as follows:

20 542. The allegations of paragraphs 1 through 31 are incorporated by reference.

21 543. On May 15, 2007, the United States District Court for the District of Montana  
22 entered a judgment against Jack Boyajian, JBC & Associates, P.C. and JBC Legal Group P.C. in  
23 the case entitled *Brad Alexander, et. al. v. JBC Legal Group P.C., et. al.*, United States District  
24 Court (Mont.) Case No. 05-00016. The judgment found that defendants, among other things,  
25 made misrepresentations in their debt collection letters to Montana consumers.

26 544. Respondent had actual knowledge of these proceedings and the entry of the  
27 judgment at the time the judgment was entered.

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545. Respondent has not reported the judgment to the State Bar as required by Business and Professions Code, section 6068(o)(2).

546. Respondent wilfully violated Business and Professions Code, section 6068(o)(2), by failing to report to the agency charged with attorney discipline, in writing, within 30 days of the time Respondent had knowledge of the entry of judgment against himself personally, JBC Legal Group, PC and JBC & Associates, P.C. in any civil action for fraud, misrepresentation, breach of fiduciary duty, or gross negligence committed in a professional capacity.

COUNT SEVENTY-ONE

Case No. 05-O-02165  
Business and Professions Code, section 6106  
[Moral Turpitude-Circumvention of West Virginia Injunction]

547. Respondent wilfully violated Business and Professions Code, section 6106, by committing an act involving moral turpitude, dishonesty or corruption, as follows:

548. The allegations of paragraphs 1 through 31 are incorporated by reference.

549. On July 30, 2004, the West Virginia Attorney General's office ("the State") obtained a preliminary injunction against JBC & Associates, P.C., JBC Legal Group P.C., Respondent and Marv Brandon due to their illegal debt collection activities in West Virginia, which included attempts to collect 13,095 accounts from 7,592 West Virginia consumers who allegedly owed \$1,230,566,20, where approximately 70% of the debts were time-barred by the statute of limitations. Respondent and the JBC entities did not oppose the preliminary injunction, which remains in effect.

550. At all relevant times alleged herein, the JBC entities did not have the required license to collect the debts in West Virginia.

551. The injunction stated, “JBC shall be, and they are hereby RESTRAINED and ENJOINED from engaging in the business of a collection agency within the State of West Virginia in any manner and at any time whatsoever pending the final hearing in the above civil action or further order of this court.

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552. Instead of seeking to challenge the injunctive order against JBC & Associates, P.C., JBC Legal Group P.C., Respondent and Marv Brandon, Respondent continued to seek to collect debts in West Virginia using the newly created law firm, BLO as evidenced by the sample dunning letter provided to the State Bar of California by Thomas Tinder, a committee member of the West Virginia State Bar Unlawful Practice Committee that was sent to a West Virginia consumer and dated June 1, 2005. The letter indicated BLO was a California law corporation and listed the New Jersey address. The letter also listed other office locations, including “Morgantown, WV.” The letter was not signed by any specific attorney and did not include jurisdictional limitations.

553. By creating BLO to circumvent the injunction which the West Virginia Attorney General had obtained against JBC & Associates, PC, JBC Legal Group PC, Respondent and Marv Brandon, Respondent, and by continuing to collect debts in West Virginia, Respondent committed an act of involving moral turpitude, dishonesty or corruption.

COUNT SEVENTY-TWO

Case No. 05-O-02165

**Business and Professions Code, section 6106**

[Moral Turpitude-Misrepresentations in Minnesota Attorney General Enforcement Action]

554. Respondent wilfully violated Business and Professions Code, section 6106, by committing an act involving moral turpitude, dishonesty or corruption, as follows:

555. The allegations of paragraphs 1 through 31 are incorporated by reference.

556. On or about July 22, 2005, the Attorney General of the State of Minnesota filed a lawsuit against JBC & Associates, PC and JBC Legal Group PC. seeking, among other things, injunctive relief due to illegal debt collection activities in violation of the FDCPA and Minnesota state law re debt collection practices.

557. On or about November 8, 2005, Assistant Attorney General Christian S. Walker of the Minnesota Attorney General's Office, asked Respondent the following questions and received the following answers during a deposition:

**“Q. Are you licensed to practice law in California?”**

A. Yes.



1 Q. Are you licensed to practice law in any other jurisdiction?

2 A. No.

3 Q. Have you ever applied to the bar in any other jurisdictions?

4 A. Yes.

5 Q. What jurisdictions would those be in?

6 A. New Jersey and New York.

7 Q. Were you denied admission to those bars?

8 A. You will have to ask me the specific ones and I will be happy to answer that.

9 Q. Thank you, Mr. Boyajian. Were you denied admission to the New Jersey bar?

10 A. No.

11 Q. Did you withdraw your application to the New Jersey bar?

12 A. Yes.

13 Q. Why did you withdraw your application from the New Jersey bar?

14 A. I was planning to move myself and my family to California.”

15 558. In fact, Respondent tried to become admitted to practice law in the State of New  
16 Jersey. On or about March 31, 1999, Respondent withdrew his application for admission to  
17 practice law in the State of New Jersey following a four-day contested hearing before the State  
18 of New Jersey Committee on Character (“the Committee”), and only after the Committee had  
19 issued a 34-page decision recommending that Respondent’s admission to practice law in the  
20 State of New Jersey be denied. The Committee accepted Respondent’s withdrawal of his New  
21 Jersey application pursuant to RG 304:5 of the Regulations Governing the Committee on  
22 Character, adopted by the New Jersey Supreme Court. Respondent did not withdraw his New  
23 Jersey application because he intended to move to California. Respondent withdrew his  
24 application because the Committee recommended his admission to practice law in the State of  
25 New Jersey be denied.

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559. By falsely testifying under penalty of perjury at his deposition that he withdrew his application for admission to practice law in New Jersey because he intended to move to California, Respondent wilfully committed an act of moral turpitude, dishonesty or corruption.

COUNT SEVENTY-THREE

Case No. 05-O-02165  
Business and Professions Code, section 6068(a)  
[Failure to Comply With Laws]

560. Respondent wilfully violated Business and Professions Code, section 6068(a), by failing to support the Constitution and laws of the United States and of this state, as follows:

561. The allegations of paragraphs 1 through 31 and 556 are incorporated by reference.

562. On August 5, 2003, Respondent caused a letter to be sent to Minnesota consumer Gregory Eyler (“Eyler”) on law firm letterhead from JBC & Associates, P.C. seeking to collect \$103.49 on a \$73.49 dishonored check from 1996 allegedly issued by Eyler. The August 5, 2003 letter was the first collection letter Eyler received from JBC & Associates, P.C. and it closed with “Very truly yours, JBC & Associates, P.C. Attorneys at Law.” The letter was not signed by any specific attorney. The letter stated that the “Full amount of the check(s) and a \$30.00 service charge for each check listed is now due in our office.”

563. The letter further “cautioned” Eyler “that unless this total amount is paid in full within thirty (30) days after the date of this letter is received, you may be subject to statutory penalties equal to twice the amount of each check of \$100.00 per check, whichever is greater, interest and reasonable attorney’s fees after suit has been filed.” The letter falsely stated the amount of the debt because it improperly imposed a service fee in excess of \$20.00 for a dishonored check passed by a Minnesota consumer prior to July 1, 2001. Therefore, Respondent violated Minn Stat. § 332.50, sub. 2(a) and thereby falsely represented the character and amount of the debt in violation of 15 U.S.C. §§ 1692e and 1692e(2)(A).

564. Eyler did not pay the debt because he disputed owing it.

565. Eyler contacted the Minnesota Attorney General's Office to file a complaint against JBC because they would not stop harassing him regarding the check. The Minnesota Attorney General's Office wrote a letter to JBC and asked that JBC cease further collections.

566. On October 2, 2003, and only after Eyler had complained to the Minnesota Attorney General, Eyler received a letter of response from JBC & Associates, P.C. stating that “due to the age of the check we are closing our file concerning this matter.”

567. The applicable statute of limitations to file a lawsuit to collect a debt for a dishonored check in Minnesota is three years from the date of dishonor (Minn. Stat. §336.3-118). Under Minnesota law, a party is not entitled to judgment on a time-barred debt. Therefore, to threaten to file suit on a time-barred debt is an action which Respondent and the JBC entities knew or should have known could not be taken.

568. By threatening to sue Eyler on a seven-year old debt that was time-barred by the Minnesota statute of limitations, when Respondent knew or should have known that the settled state of the law in Minnesota would preclude him from filing a lawsuit or obtaining a judgment on the time-barred debt, Respondent wilfully violated 15 U.S.C. §§ 1692e (prohibiting debt collector from using “any false, deceptive, or misleading representation or means in connection with the collection of any debt”) and 1692e(5) (prohibiting a debt collector from threatening a legal action that cannot legally be taken). By threatening to sue Eyler on time-barred debts in violation of 15 U.S.C. §§ 1692e and 1692e(5), Respondent failed to uphold the laws of the United States.

COUNT SEVENTY-FOUR

Case No. 05-O-02165  
Business and Professions Code, section 6068(a)  
[Failure to Comply With Laws]

569. Respondent wilfully violated Business and Professions Code, section 6068(a), by failing to support the Constitution and laws of the United States and of this state, as follows:

570. The allegations of paragraphs 1 through 31 and 556 through 567 are incorporated by reference.

571. On August 5, 2003, Minnesota consumer Catherine Grescovics (“Grescovics”) received a letter from JBC & Associates (“JBC”) attempting to collect \$49.99 on a \$19.99 dishonored check dating back to June 8, 1997. This was the first collection letter Grescovics received from JBC and it was on legal letterhead and closed with, “Very Truly Yours, JBC &

1 Associates, P.C. Attorneys at Law.” The letter “cautioned” Grescovics “that unless this total  
2 amount is paid in full within thirty (30) days after the date this letter is received, you may be  
3 subject to statutory penalties twice the amount of each check or \$100.00 per check whichever is  
4 greater, interest and reasonable attorney’s fees after suit has been filed.” No copy of Minnesota  
5 Statute Section 604.113 accompanied the August 5, 2003 letter.

6 572. The August 5, 2003 letter further stated:

7 Unless you notify this office within 30 days after receiving this notice that you  
8 dispute the validity of the debt or any portion thereof, this office will assume the  
9 debt is valid. If you notify this office in writing within 30 days from receiving  
10 this notice, this office will obtain verification of the debt or obtain a copy of the  
11 judgement and mail you a copy of such judgement or verification. If you request  
from this office in writing within 30 days after this notice, this office will provide  
you with the name and address of the original creditor, if different from the  
current creditor. This is an attempt to collect a debt by a debt collector. Any  
information obtained will be used for that purpose.

12 573. Grescovics did not believe she owed the debt. She called JBC to inquire about the  
13 alleged debt, but JBC could not, or would not, provide her with the name and address of the  
14 original creditor. On September 4, 2003, Grescovics disputed the debt in writing and requested  
15 that JBC verify the alleged debt.

16 574. On September 26, 2003 JBC sent Grescovics another collection notice. This letter  
17 was on JBC’s attorney letterhead and closed with the *Attorneys at Law* computer-generated  
18 facsimile signature. The letter falsely claimed that Grescovics had “obviously chosen to ignore”  
19 JBC’s previous communication. The letter also stated that JBC “now assume[d] that [Ms.  
20 Greskovics] delivered the check(s) with intent to defraud, and may proceed with allowable  
21 remedies.”

22 575. JBC imposed a \$100 civil penalty on Grescovics and demanded “immediate  
23 payment” of \$149.99. JBC explained that “[s]ince you have not tendered payment for the full  
24 amount of the check(s) and service charge(s) within the 30 days provided, pursuant to Minnesota  
25 Statutes Annotated Section 332.50, you will be subject to statutory penalties equal to the greater  
26 of either twice the amount of each check or \$100.00.” JBC again threatened to “seek appropriate  
27 relief before a court of proper jurisdiction by a qualified attorney” if Grescovics did not remit  
28 immediate payment. No copy of Minnesota Statute Section 604.113 accompanied the September

1 26, 2003 letter. The letter falsely stated the amount of the debt because is improperly imposed a  
2 service fee in excess of \$20.00 for a dishonored check passed by a Minnesota consumer prior to  
3 July 1, 2001. Therefore, Respondent violated Minn Stat. § 332.50, sub. 2(a) and thereby falsely  
4 represented the character and amount of the debt in violation of 15 U.S.C. §§ 1692e and  
5 1692e(2)(A).

6 576. Grescovics contacted the Minnesota Attorney General's Office to assist her, and  
7 only after she complained was the Attorney General's Office successful in getting JBC to close  
8 her file because "a copy of the check [was] unavailable from [JBC's] client."

9 577. By threatening to sue Grescovics on a six-year old debt that was time-barred by  
10 the Minnesota statute of limitations, when Respondent knew or should have known that the  
11 settled state of the law in Minnesota would preclude him from filing a lawsuit or obtaining a  
12 judgment on the time-barred debt, Respondent wilfully violated 15 U.S.C. §§ 1692e (prohibiting  
13 debt collector from using "any false, deceptive, or misleading representation or means in  
14 connection with the collection of any debt") and 1692e(5) (prohibiting a debt collector from  
15 threatening a legal action that cannot legally be taken). By threatening to sue Greskovics on  
16 time-barred debts in violation of 15 U.S.C. §§ 1692e and 1692e(5), Respondent failed to uphold  
17 the laws of the United States.

18 COUNT SEVENTY-FIVE

19 Case No. 05-O-02165  
20 Business and Professions Code, section 6068(a)  
[Failure to Comply With Laws]

21 578. Respondent wilfully violated Business and Professions Code, section 6068(a), by  
22 failing to support the Constitution and laws of the United States and of this state, as follows:

23 579. The allegations of paragraphs 1 through 31 and 556 through 567 are incorporated  
24 by reference.

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1           580. In November 2003, Minnesota consumer Mary Murphy-Kerr ("Murphy-Kerr")  
2 received a letter from JBC & Associates P.C. relative to a dishonored check that her deceased  
3 father, Robert Murphy ("Robert"), had allegedly issued in 1993 drawn on a Washington Mutual  
4 Bank Account. The letter demanded immediate payment and stated Robert might be subject to  
5 statutory penalties if the debt was not paid within 30 days. The letter was on a legal letterhead  
6 and closed with a facsimile signature by, "JBC & Associates, P.C., Attorneys at Law," but the  
7 letter was not signed by any specific attorney.

8           581. Murphy-Kerr handled the matter with JBC since Robert had passed away on  
9 September 26, 2003.

10          582. Murphy-Kerr believed JBC was mistaken because she had been a joint owner of  
11 her father's only checking account since 1979. It was not at a Washington Mutual Bank.  
12 Murphy-Kerr disputed the debt to JBC by writing her comments directly on the initial JBC &  
13 Associated, P.C. letter and sending it back to JBC. Murphy-Kerr advised JBC that her father  
14 was deceased and that he could not have owed a debt.

15          583. On December 24, 2003 JBC & Associates, P.C. sent Robert another letter. This  
16 letter was sent after Murphy-Kerr's written dispute, but JBC ignored Murphy-Kerr's previous  
17 correspondence and added \$130 in new charges. This letter was also on attorney letterhead and  
18 closed with *Attorneys at Law* computer-generated facsimile signature. JBC & Associates, P.C.  
19 claimed that "[s]ince you have not tendered payment for the full amount of the check(s) and  
20 service charge(s) within 30 days provided, pursuant to Minnesota Statutes Annotated Section  
21 604.113, you will be subject to statutory penalties equal to the greater of either twice the amount  
22 of each check or \$100.00." JBC also threatened to "seek appropriate relief before a court of  
23 proper jurisdiction by a qualified attorney" if payment was not remitted immediately. No copy  
24 of Minnesota Statute section 604.113 accompanied the December 24, 2003 letter. The letter  
25 falsely stated the amount of the debt because is improperly imposed a service fee in excess of  
26 \$20.00 for a dishonored check passed by a Minnesota consumer prior to July 1, 2001. Therefore,  
27 Respondent violated Minn Stat. § 332.50, sub. 2(a) and thereby falsely represented the character  
28 and amount of the debt in violation of 15 U.S.C. §§ 1692e and 1692e(2)(A).



1 have known his law firm not entitled to, Respondent committed an act of moral turpitude,  
2 corruption or dishonesty.

3 COUNT SEVENTY-SEVEN

4 Case No. 05-O-02165  
5 Rules of Professional Conduct, Rule 1-300(B)  
6 [Unauthorized Practice of Law in Another Jurisdiction- Minnesota]

7 590. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by  
8 practicing law in a jurisdiction where practicing is in violation of the regulations of the  
9 profession in that jurisdiction, as follows:

10 591. The allegations of paragraphs 1 through 31, 556 through 558, 562 through 567,  
11 571 through 576 and 580 through 585 are incorporated by reference.

12 592. Respondent has never been licensed to practice law in Minnesota and he has had  
13 actual knowledge that he was not licensed and was not otherwise entitled to practice law in  
14 Minnesota at all relevant times alleged herein.

15 593. Minnesota Statutes § 481.02 states,

16 Subdivision 1. Prohibitions. It shall be unlawful for any person or association of  
17 persons, except members of the bar of Minnesota admitted and licensed to  
18 practice as attorneys at law...or, by word, sign, letter or advertisement, to hold out  
19 as competent or qualified to give legal advice or counsel, or to prepare legal  
20 documents, or as being engaged in advising or counseling in law or acting as  
21 attorney or counselor at law, or in furnishing to others the services of a lawyer or  
22 lawyers, or, for a fee or any consideration, to give legal advice or counsel,  
23 perform for or furnish to another legal services..."

24 Subdivision 2. Corporations. No corporation...except an attorney's professional  
25 firm organized under Chapter 319B, by or through its officers or anyone else,  
26 shall ... give or assume to give legal advice or counsel or perform for or furnish to  
27 another person or corporation legal services; or shall, by word, sign, letter or  
28 advertisement...give general legal advice or counsel, or to act as an attorney at  
law... or hold itself out as being engaged in, the business of supplying services of  
a lawyer or lawyers...."

594. Rule 5.5 of the Minnesota Rules of Professional Conduct states:

(a) A lawyer shall not practice law in a jurisdiction in violation of the  
regulation of the legal profession in that jurisdiction, or assist another in doing  
so....

(b) A lawyer who is not admitted to practice in this jurisdiction shall not:  
[¶] (1) except as authorized by these rules or other law, establish an office or  
systematic and continuous presence in this jurisdiction for the practice of law; or  
[¶] (2) hold out to the public or otherwise represent that the lawyer is admitted to



1 practice law in this jurisdiction.

2 595. Respondent violated Rule 5.5 of the Minnesota Rules of Professional Conduct  
3 and Minnesota Statutes § 481.02 by holding himself and his law firm out to Minnesota  
4 consumers as entitled to practice law in Minnesota. Respondent also engaged in the  
5 unauthorized practice of law by providing legal services to his clients, reviewing files and  
6 selecting which classes of consumers would receive dunning letters, speaking with clients,  
7 meeting with managers, speaking with counsel, drafting and sending dunning letters to  
8 consumers throughout the country, including in Minnesota, on law office letterhead containing  
9 descriptions of the applicable state law, and attempting to negotiate and settle cases on behalf of  
10 clients. Respondent entered into attorney's fee agreements with clients whereby he charged his  
11 clients contingent fees whereby the clients would pay his law firms a percentage of the recovery  
12 they obtained.

13 596. By holding himself and the JBC entities out as entitled to practice law in  
14 Minnesota to consumers including by way of example Eyler, Grescovics and Murphy-Kerr, by  
15 charging clients legal fees to collect debts, and by sending out debt collection letters on law firm  
16 letterhead stating they were from "attorneys-at-law," Respondent practiced law in a jurisdiction  
17 where to do so was in violation of the regulations of the profession in that jurisdiction.

18 COUNT SEVENTY-EIGHT

19 Case No. 05-O-02165  
20 Business and Professions Code, section 6106  
[Moral Turpitude-Misrepresentations]

21 597. Respondent wilfully violated Business and Professions Code, section 6106, by  
22 committing an act involving moral turpitude, dishonesty or corruption, as follows:

23 598. The allegations of paragraphs 1 through 31, 556 through 558, 562 through 567,  
24 571 through 576, 580 through 585 and 592 through 595 are incorporated by reference.

25 599. By sending Minnesota consumers, including by way of example Eyler,  
26 Grescovics and Murphy-Kerr, collection letters, which stated that "[s]ince you have not tendered  
27 payment for the full amount of the check(s) and service charge(s) within the 30 days provided,  
28 pursuant to Minnesota Statutes Annotated Section 604.113, you will be subject to statutory

1 penalties equal to the greater of either twice the amount of the each check or \$100.00,”  
2 Respondent willfully misrepresented his entitlement to a civil penalty under Minnesota Statutes  
3 Annotated Section 604.113. By wilfully misrepresenting his entitlement to a civil penalty of no  
4 less than \$100, Respondent violated 15 U.S.C. §§ 1692e (prohibiting false, deceptive or  
5 misleading representations) and 1692e(2)(a) (prohibiting the false representation of the legal  
6 status of any debt). By violating 15 U.S.C. §§ 1692e and 1692e(2)(a) with respect to  
7 misrepresenting his entitlement to a civil penalty under Minnesota Statutes Annotated Section  
8 604.113, Respondent wilfully failed to uphold the laws of the United States.

9 COUNT SEVENTY-NINE

10 Case No. 05-O-02165  
11 Business and Professions Code, section 6106  
[Moral Turpitude-Misrepresentation]

12 600. Respondent wilfully violated Business and Professions Code, section 6106, by  
13 committing an act involving moral turpitude, dishonesty or corruption, as follows:

14 601. The allegations of paragraphs 1 through 31, 556 through 558, 562 through 567,  
15 571 through 576, 580 through 585 and 592 through 595 and are incorporated by reference.

16 602. By sending the collection letters to Minnesota consumers, including by way of  
17 example Eyler, Grescovics and Murphy-Kerr on law firm letterhead, combined with making  
18 threats to sue these consumers, by falsely representing that he was licensed to practice law in  
19 Minnesota and by collecting fees from clients when he knew he was not entitled to practice law  
20 in Minnesota Respondent committed an act involving moral turpitude, dishonesty or corruption.

21 COUNT EIGHTY

22 Case No. 05-O-02165  
23 Rules of Professional Conduct, rule 3-110(A)  
[Failure to Perform with Competence]

24 603. Respondent wilfully violated Rules of Professional Conduct, rule 3-110(A), by  
25 intentionally, recklessly, or repeatedly failing to perform legal services with competence, as  
26 follows:

27 604. The allegations of paragraphs 1 through 31, 556 through 558, 562 through 567,  
28 571 through 576, 580 through 585 and 592 through 595 and are incorporated by reference.

605. Respondent failed to supervise his staff at the time Respondent sent the dunning letters to Minnesota consumers Eyler, Grescovics and Murphy-Kerr. Specifically, Respondent's staff violated multiple provisions of the FDCPA, the Rules of Professional Conduct and the State Bar Act.

606. By failing to supervise his staff when they were collecting debts in from Minnesota consumers, including by way of example, Eyler, Grescovics and Murphy-Kerr, Respondent intentionally, recklessly, or repeatedly failing to perform legal services with competence.

COUNT EIGHTY-ONE

Case No. 05-O-02165  
Business and Professions Code, section 6106  
[Moral Turpitude]

607. Respondent wilfully violated Business and Professions Code, section 6106, by committing an act involving moral turpitude, dishonesty or corruption, as follows:

608. The allegations of paragraphs 1 through 31 are incorporated by reference.

609. On June 20, 2005, Michigan resident Licia Dunaway obtained a partial summary judgment against JBC & Associates, P.C. in the case entitled *Licia Dunaway v. JBC & Associates, Inc. aka JBC & Associates, PC*, United States District Court (E.D. Mich.) Case No. 03-73597. Respondent had actual knowledge of the debt at the time it was entered.

610. On September 6, 2003, a JBC collector identifying himself as “Joe Townsend” telephoned Dunaway’s employer, Ian Lyngklip (“Lyngklip”) and told him that he was calling about a legal matter involving a debt Dunaway owed to Arbor Drugs due to a dishonored check she issued. JBC debt collectors called Lyngklip on two occasions, one of which was September 6, 2003, and made statements that a case had been filed against Dunaway, that a prosecution either was going to be or was in fact pending against Dunaway, and that it “was a criminal matter.”

611. The debt was allegedly based upon a check Dunaway had written to Arbor Drugs on June 12, 1997 in the amount of \$52.98.

612. 15 U.S.C. §§ 1692e(2)(A) and (5) of the federal FDCPA prohibits a debt collector

1 from threatening to sue on a time-barred debt as such statements misrepresent the legal status of  
2 the debt and threaten action that cannot legally be taken.

3 613. JBC's threats to file criminal charges against Dunaway when the statute of  
4 limitations has run to file such charges violated 15 U.S.C. §§ 1692e of the federal FDCPA  
5 because the statute of limitations had run for JBC to file a civil or criminal action on an NSF  
6 check in Michigan.

7 614. Dunaway did not give JBC permission to contact Lyngklip to discuss the debt.

8 615. JBC's collectors violated 15 U.S.C. §§ 1692b(2) and 1692c of the federal FDCPA  
9 by calling Lyngklip on September 6 and September 15, 2003 to discuss Dunaway's debt. These  
10 sections prohibit a debt collector from communicating with any person other than the consumer  
11 about the debt.

12 616. Respondent did not report the judgment to the State Bar within 30 days. The  
13 judgment against JBC was a judgment in a civil action for fraud, misrepresentation, breach of  
14 fiduciary duty, or gross negligence committed in a professional capacity. Respondent as the sole  
15 California attorney, officer, director and shareholder of JBC, was obligated to report the  
16 judgment against JBC to the State Bar since a corporation can only act through its officers,  
17 directors, shareholders and employees.

18 617. By stating that criminal charges had been filed when such charges were time-  
19 barred, Respondent made misrepresentations regarding the character and status of the debt,  
20 which misrepresentation is an act involving moral turpitude, dishonesty or corruption.

21 COUNT EIGHTY-TWO

22 Case No. 05-O-02165  
23 Business and Professions Code, section 6068(a)  
[Failure to Comply With Laws]

24 618. Respondent wilfully violated Business and Professions Code, section 6068(a), by  
25 failing to support the Constitution and laws of the United States and of this state, as follows:

26 619. The allegations of paragraphs 1 through 31 and 609 through 616 are incorporated  
27 by reference.

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620. Respondent and JBC & Associates P.C. violated 15 U.S.C. §§ 1692b(2) and 1692c of the federal FDCPA by calling Lyngklip on September 6 and September 15, 2003 to discuss Dunaway's debt. These sections of the FDCPA prohibit a debt collector from communicating with any person other than the consumer about the debt.

621. 15 U.S.C. §§ 1692e(2)(A) and (5) of the federal FDCPA prohibits a debt collector from threatening to sue on a time-barred debt as such statements misrepresent the legal status of the debt and threaten action that cannot legally be taken. Respondent wilfully violated 15 U.S.C. §§ 1692e(2)(A) and (5) of the federal FDCPA.

622. By violating 15 U.S.C. §§ 1692b(2) and 1692c of the federal FDCPA by calling Lyngklip on September 6 and September 15, 2003 to discuss Dunaway's debt, and by violating 15 U.S.C. §§ 1692e(2)(A) and (5) of the federal FDCPA, which prohibits a debt collector from threatening to sue on a time-barred debt, Respondent failed to uphold the laws of the United States.

COUNT EIGHTY-THREE

Case No. 05-O-02165  
Business and Professions Code, section 6068(o)(2)  
[Failure to Report Judgment]

623. Respondent wilfully violated Business and Professions Code, section 6068(o)(2), by failing to report to the agency charged with attorney discipline, in writing, within 30 days of the time Respondent had knowledge of the entry of judgment against Respondent in any civil action for fraud, misrepresentation, breach of fiduciary duty, or gross negligence committed in a professional capacity, as follows:

624. The allegations of paragraphs 1 through 31, 609 through 616 and 620 through 621 are incorporated by reference.

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625. By failing to report to the agency charged with attorney discipline, in writing, within 30 days of the time Respondent had knowledge of the entry of judgment against JBC & Associates, P.C. in *Licia Dunaway v. JBC & Associates, Inc. aka JBC & Associates, PC*, United States District Court (E.D. Mich.) Case No. 03-73597, Respondent failed to report to the agency charged with attorney discipline, in writing, within 30 days of the time Respondent had knowledge of the entry of judgment against JBC in any civil action for fraud, misrepresentation, breach of fiduciary duty, or gross negligence committed in a professional capacity.

COUNT EIGHTY-FOUR

Case No. 05-O-02165  
Rules of Professional Conduct, Rule 1-300(B)  
[Unauthorized Practice of Law in Another Jurisdiction-Ohio]

626. Respondent wilfully violated Rules of Professional Conduct, rule 1-300(B), by practicing law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction, as follows:

627. The allegations of paragraphs 1 through 31 are incorporated by reference.

628. At all relevant times alleged herein, Respondent was not licensed to practice law in Ohio and Respondent knew that he was not licensed and was not otherwise entitled to practice law in Ohio.

629. Respondent's debt collection activities in Ohio have resulted in approximately 53 consumer complaints to the Office of the Ohio Attorney General over an approximate six-year time period. Twenty-six of those complaints related to Respondent's use of the law firms JBC & Associates, P.C. and JBC Legal Group, P.C. to collect debts from Ohio consumers and twenty-seven of the complaints related to Respondent's use of the law firm BLO to collect debts from Ohio consumers.

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1           630.    On or about March 5, 2004, Respondent caused JBC Legal Group, P.C. to send a  
2 dunning letter to Ohio consumer Stella Deeter ("Deeter") on law firm letterhead from JBC Legal  
3 Group, P.C. seeking to collect on a dishonored check allegedly issued by Deeter. The letter  
4 closed with, "Very truly yours, JBC & Associates, P.C. Attorneys at Law." The letter was not  
5 signed by any specific attorney. The letter stated,

6           This firm represents the successors in interest of the obligation you created and  
7 have not yet satisfied when you passed the bad check(s) identified below....[¶]  
8 Pursuant to Ohio Revised Code Annotated Section 2307.61, you have thirty (30)  
9 days from the receipt of this letter to pay the full amount of each check and a  
10 service charge of \$30.00 per check for a total payment of [an amount representing  
11 the alleged debt]. You are cautioned that unless this total amount is paid in full  
within (30) days after the date this letter is received, you may be subject to  
statutory penalties equal to triple the amount of each check or \$200.00 per check,  
whichever is greater, court costs and reasonable attorney's fees after suit is filed.  
These penalties will be in addition to your check amount(s), service charge(s),  
court costs and attorney's fees.

12       In or about March and April 2004, Respondent caused JBC Legal Group, P.C. to send dunning  
13 letters to other Ohio consumers seeking to collect on dishonored checks in March 2004,  
14 including by way of example, Anthony Doty ("Doty") and Mitchell Edmonds. The letterhead  
15 and the language of these letters was identical to the dunning letter sent to Deeter.

16           631.    Respondent also caused JBC Legal Group, P.C. to send follow up dunning letters  
17 to Ohio consumers, including by way of example, Doty and Sherry Pugh ("Pugh"). On or about  
18 April 26, 2004, Respondent caused JBC Legal Group, P.C. to send a follow up dunning letter to  
19 Doty. The letter was on law firm letterhead from JBC Legal Group, P.C. seeking to collect on a  
20 dishonored check allegedly issued by Doty. The letter closed with, "Very truly yours, JBC &  
21 Associates, P.C. Attorneys at Law." The letter was not signed by any specific attorney. The  
22 letter stated:

23           You have obviously chosen to ignore our previous communication demanding  
24 that you make restitution on an NSF check(s) written to the above-referenced  
25 retailer. Our client(s) may now assume that you delivered the check(s) with  
intent to defraud, and may proceed with the allowable remedies.

26           Since you have not tendered payment for the full amount of the check(s) and  
27 service charge(s) within the 30 days provided pursuant to Ohio Revised Code  
Annotated Section 2307.61, you may be subject to statutory penalties equal to the  
greater of either triple the amount of each check or \$200.00 per check.

28           You may wish to settle this matter before we seek appropriate relief before a

1 court of proper jurisdiction by a qualified attorney by remitting immediate  
2 payment to our offices.

3 Be advised that if you do not resolve this matter now, you may be subject to  
4 additional statutory fees including court costs and attorney's fees.

5 In or about March and April 2004, Respondent caused JBC Legal Group, P.C. to send follow up  
6 dunning letters to other Ohio consumers seeking to collect on dishonored checks, including by  
7 way of example, Pugh. The letterhead and the language of these letters was identical to the  
8 dunning letter sent to Doty.

9 632. On or about March 29, 2005, Ohio resident Lawrence Myers ("Myers") received  
10 a collection letter from BLO claiming that he owed \$582.94 as a result of a debt to Verizon.  
11 Respondent caused the letter to be sent to Myers. The letter was on law office letterhead with a  
12 computer-generated facsimile signature indicating the letter was from "Boyajian Law Offices,  
13 P.C., a California Professional Corporation, Attorneys at Law," but the letterhead did not list the  
14 names of any attorneys. The letterhead listed an office in "Shaker Heights, OH," by city and  
15 state, but the letter contained the New Jersey address for Boyajian Law Offices at 201 Route 17  
16 North, 5<sup>th</sup> Floor, Rutherford, NJ 07070-2574 and an 800 number phone and fax. The letter did  
17 not contain any affirmative disclaimer regarding the fact that Respondent was not entitled to  
18 practice law in Ohio, which was required of attorneys not licensed in Ohio under the  
19 jurisprudence in that state.

20 633. On or about April 6, 2005, Myers sent a letter to BLO disputing the debt and  
21 stating that he never had a phone with Verizon.

22 634. Myers also telephoned the 800 number and a collection agent asked if he had ever  
23 lived in London, Kentucky, to which Myers stated he did not. Myers told BLO that they either  
24 had the wrong "Lawrence Myers," or someone was using his identity.

25 635. On or about May 3, 2005, Respondent caused BLO to send Myers a follow up  
26 collection letter on the same law office letterhead disregarding Myers' April 6, 2005 letter  
27 disputing the debt and falsely stating, "You have obviously chosen to ignore our previous  
28 communication demanding that you resolve the outstanding indebtedness to Verizon... ." The  
letter also stated, "Your failure to contact this office and make proper payment arrangements



1 leaves us no choice but to proceed with advising our client that further action against you is  
2 warranted. Rest assured that we will do all that is allowable under your state's laws to protect  
3 our client's interests. Therefore, unless we receive immediate payment of \$582.94 we reserve  
4 the right, on behalf of our client, to seek all remedies available to ensure payment."

5         636. On or about September 29, 2005, Respondent caused BLO to send a dunning  
6 letter to Ohio resident Fred Kerner seeking to collect an alleged unpaid medical debt. The letter  
7 was on law office letterhead with a computer-generated facsimile signature indicating the letter  
8 was from "Boyajian Law Offices, P.C., a California Professional Corporation, Attorneys at  
9 Law," but the letterhead did not list the names of any attorneys. The letterhead listed an office in  
10 "Shaker Heights, OH," by city and state, but the letter contained the New Jersey address for  
11 Boyajian Law Offices at 201 Route 17 North, 5<sup>th</sup> Floor, Rutherford, NJ 07070-2574 and an 800  
12 number phone and fax. The letter did not contain any affirmative disclaimer regarding the fact  
13 that Respondent was not entitled to practice law in Ohio. The letter stated, "We have been  
14 advised that you have failed, refused or neglected to make necessary payments and, as a result,  
15 you are in serious default... ." The letter also stated, "At this point our client demands payment  
16 from you... ." The letter further stated, "We are also advised that certain credit reporting bureaus  
17 may have been notified of this outstanding obligation which may affect your ability to obtain  
18 credit from a financial institution that makes an inquiry as to your credit history. There has been  
19 no decision made to file suit against you at this time."

20         637. Rule 5.5 of the Ohio Rules of Professional Conduct states:

21         (a) A lawyer shall not practice law in a jurisdiction in violation of the regulation  
22         of the legal profession in that jurisdiction, or assist another in doing so.

23         (b) A lawyer who is not admitted to practice in this jurisdiction shall not do either  
24         of the following:

25         (1) except as authorized by these rules or other law, establish an office or  
26         systematic and continuous presence in this jurisdiction for the practice of law;

27         (2) hold out to the public or otherwise represent that the lawyer is admitted to  
28         practice law in this jurisdiction.

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638. Respondent violated Rule 5.5 of the Ohio Rules of Professional Conduct by holding himself out as entitled to practice law in Ohio to Ohio consumers, including by way of example, Deeter, Doty, Edmonds, Myers and Kerner. Respondent also practiced law in violation of Rule 5.5 of the Ohio Rules of Professional Conduct by providing legal services to his clients, reviewing files and selecting which classes of consumers would receive dunning letters, speaking with clients, meeting with managers, speaking with counsel, drafting and sending dunning letters to consumers throughout the country, including in Ohio, on law office letterhead containing descriptions of the applicable state law, and attempting to negotiate and settle cases on behalf of clients. Respondent entered into attorney's fee agreements with clients whereby he charged his clients contingent fees whereby the clients would pay his law firms a percentage of the recovery they obtained.

639. By holding himself out to Ohio consumers, including by way of example, Deeter, Doty, Edmonds, Myers and Kerner, as entitled to practice law in Ohio, by providing legal services to his clients, reviewing files and selecting which classes of consumers would receive dunning letters, speaking with clients, meeting with managers, speaking with counsel, drafting and sending dunning letters to consumers throughout the country, including in Ohio, on law office letterhead containing descriptions of the applicable state law, and by attempting to negotiate and settle cases on behalf of clients, Respondent practiced law in a jurisdiction where practicing is in violation of the regulations of the profession in that jurisdiction.

COUNT EIGHTY-FIVE

Case No. 05-O-02165  
Business and Professions Code, section 6106  
[Moral Turpitude-Misrepresentations]

640. Respondent wilfully violated Business and Professions Code, section 6106, by committing an act involving moral turpitude, dishonesty or corruption, as follows:

641. The allegations of paragraphs 1 through 31 and 628 through 638 are incorporated by reference.

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642. By sending dunning letters to Ohio consumers on his law firm letterhead, which falsely implied he was entitled to practice law in Ohio and that he had a law office in Ohio when in fact Respondent knew he was not entitled to practice law in Ohio and did not maintain a law office in Ohio, Respondent omitted an act involving moral turpitude, dishonesty or corruption.

COUNT EIGHTY-SIX

Case No. 06-O-15158  
Business and Professions Code, section 6068(a)  
[Failure to Comply With Laws]

643. Respondent wilfully violated Business and Professions Code, section 6068(a), by failing to support the Constitution and laws of the United States and of this state, as follows:

644. The allegations of paragraphs 1 through 2 and 7 through 8 are incorporated by reference.

645. On or about October 16, 2006, the United States District in New Jersey issued a judgment against Respondent in the amount of approximately \$700,000 in the case entitled *Jack H. Boyajian v. United States of America*, United States District Court (N.J.) Case no. 04-04835. and that he had not reported the judgment to the State Bar. Respondent knew about the judgment when it was issued. Respondent failed to report the judgment to the State Bar within 30 days.

646. The District Court's October 16, 2006 Opinion, upheld the Internal Revenue Service's ("IRS") assessment to Respondent under section 6672 for the unpaid withholding taxes of Far Hills Community Management, Inc. ("Far Hills") for the quarters beginning with the second quarter of 1989 through the second quarter of 1992, the penalty assessed totaled \$278,027.68. Respondent did in fact fail to pay withholding taxes for Far Hills beginning with the second quarter of 1989 through the second quarter of 1992.

647. At all relevant times alleged herein, Respondent was the president of Far Hills, and was responsible for paying the taxes. Respondent made all financial decisions for Far Hills and no one else had the authority to make financial decisions for Far Hills. Respondent was sent at least fourteen notices from the IRS informing him that Far Hills had not paid its withholding taxes. Respondent knew or should have known, absent gross negligence, that each quarter there

1 was an extra \$20,000 to \$50,000 in cash in the company's account. As the owner and president  
2 of Far Hills, Respondent had a duty to make sure the taxes were paid.

3 648. Respondent failed to take purposeful steps to ensure the withholding taxes were  
4 being paid. Respondent failed to reconcile Far Hills's corporate accounting records until late  
5 1991 or early 1992. Respondent did not maintain bank statements or a general ledger for Far  
6 Hills until 1992.

7 649. Several federal tax liens were filed against Far Hills before Respondent claimed  
8 he had discovered the unpaid taxes. Absent gross negligence, Respondent knew or should have  
9 known that the taxes were not being paid.

10 650. By failing to pay the 1989-1992 payroll taxes for Far Hills when he prepared the  
11 tax returns for the business, was the only person with authority over the business finances of Far  
12 Hills, and was sent at least 14 notices from the IRS informing him that Far Hills had not paid its  
13 withholding taxes, Respondent wilfully failed to uphold the laws of the United States.

14 COUNT EIGHTY-SEVEN

15 Case No. 06-O-15158  
16 Business and Professions Code, section 6106  
[Moral Turpitude]

17 651. Respondent wilfully violated Business and Professions Code, section 6106, by  
18 committing an act involving moral turpitude, dishonesty or corruption, as follows:

19 652. The allegations of paragraphs 1 through 2, 7 through 8 and 645 through 649 are  
20 incorporated by reference.

21 653. Respondent acted grossly negligently, recklessly or intentionally in wilfully  
22 failing to pay the 1989-1992 payroll taxes for Far Hills as evidenced by the following facts:  
23 Boyajian prepared the tax returns for the business, he was the only person with authority over the  
24 business finances of Far Hills, he was sent at least 14 notices from the IRS informing him that  
25 Far Hills had not paid its withholding taxes, he failed to maintain proper books and perform  
26 accountings for Far Hills. Respondent thereby wilfully committed an act involving moral  
27 turpitude, dishonesty or corruption.

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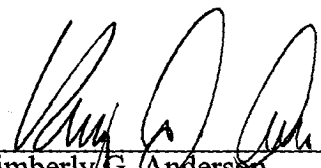
**NOTICE - COST ASSESSMENT!**

**IN THE EVENT THESE PROCEDURES RESULT IN PUBLIC DISCIPLINE,  
YOU MAY BE SUBJECT TO THE PAYMENT OF COSTS INCURRED BY  
THE STATE BAR IN THE INVESTIGATION, HEARING AND REVIEW OF  
THIS MATTER PURSUANT TO BUSINESS AND PROFESSIONS CODE  
SECTION 6086.10. SEE RULE 280, RULES OF PROCEDURE OF THE  
STATE BAR OF CALIFORNIA.**

Respectfully submitted,

THE STATE BAR OF CALIFORNIA  
OFFICE OF THE CHIEF TRIAL COUNSEL

Dated: May 9, 2008

By:   
Kimberly G. Anderson  
Acting Supervising Trial Counsel

**DECLARATION OF SERVICE BY CERTIFIED MAIL  
AND OVERNIGHT DELIVERY**

**CASE NUMBER: 04-O-14977; 05-O-01799; 05-L-02165; 05-O-02268; 05-O-02799; 05-O-04033; 05-O-04704; 05-O-04826; 05-O-04918; 05-O-05305; 06-O-11995; 06-O-12320; 06-O-12868; 06-O-12913; 06-O-12915; 06-O-13753; 06-O-13833; 06-O-15158; 07-O-10915; 07-O-10916**

I, the undersigned, over the age of eighteen (18) years, whose business address and place of employment is the State Bar of California, 1149 South Hill Street, Los Angeles, California 90015, declare that I am not a party to the within action; that I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for mailing with the United States Postal Service and overnight delivery by the United Parcel Service ("UPS"); that in the ordinary course of the State Bar of California's practice, correspondence collected and processed by the State Bar of California would be deposited with the United States Postal Service and overnight delivery that same day; that I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date on the envelope or package is more than one day after date of deposit for mailing contained in the affidavit; and that in accordance with the practice of the State Bar of California for collection and processing of mail, I deposited or placed for collection and mailing in the City and County of Los Angeles, on the date shown below, a true copy of the within

**NOTICE OF DISCIPLINARY CHARGES**

in a sealed envelope placed for collection and mailing as certified mail, return receipt requested, and overnight delivery by UPS at Los Angeles, on the date shown below, addressed to:

<b>Article No: 7160 3901 9848 5949 1985</b> <b>UPS No: 1Z 925 413 01 4609 7193</b>	<b>Article No: 7160 3901 9848 5949 1992</b> <b>UPS No: 1Z 925 413 01 4741 6587</b>
<b>June D. Coleman, Esq.</b> <b>Mark E. Ellis, Esq.</b> <b>Ellis, Coleman, Steinheimer, LLP</b> <b>555 University Ave #200</b> <b>Sacramento, CA 95825</b>	<b>Jack H. Boyajian</b> <b>Boyajian Law Offices, PC</b> <b>4695 MacArthur Ct 11<sup>th</sup> Fl</b> <b>Newport Beach, CA 92660</b>

in an inter-office mail facility regularly maintained by the State Bar of California addressed to:

N/A

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Los Angeles, California, on the date shown below.

DATED: May 12, 2008

SIGNED: \_\_\_\_\_

Max Carranza  
Declarant